

UNITED STATES DISTRICT COURT 2021 FEB -3 AM 11:14  
SOUTHERN DISTRICT OF NEW YORK

SABRINA MONE HAMMOND-WILLIAMS,  
HENRY IRVING CISCO, jointly and,  
on behalf of ROY C. HAMMOND, deceased,

Write the full name of each plaintiff.

CV

(Include case number if one has been  
assigned)

-against-

AARDN FUCHS d/b/a TUFF CITY  
RECORDS, TUFF AMERICA, INC.,  
SWING BEATS SONGS BMI, FUNKY  
DELICACIES RECORDS, et. al.

Write the full name of each defendant. If you need more  
space, please write "see attached" in the space above and  
attach an additional sheet of paper with the full list of  
names. The names listed above must be identical to those  
contained in Section II.

COMPLAINT

Do you want a jury trial?

☒ Yes ☐ No

NOTICE

The public can access electronic court files. For privacy and security reasons, papers filed with the court should therefore *not* contain: an individual's full social security number or full birth date; the full name of a person known to be a minor; or a complete financial account number. A filing may include *only*: the last four digits of a social security number; the year of an individual's birth; a minor's initials; and the last four digits of a financial account number. See Federal Rule of Civil Procedure 5.2.

## I. BASIS FOR JURISDICTION

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation, and the amount in controversy is more than \$75,000, is a diversity case. In a diversity case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal-court jurisdiction in your case?

☒ Federal Question

☐ Diversity of Citizenship

### A. If you checked Federal Question

Which of your federal constitutional or federal statutory rights have been violated?

U.S. Const. Art. I § 8; Copyright Act of 1976;  
Title 17 U.S.C. § 1301(a)(1), Title 17 U.S.C. § 501(a)(b);  
Intellectual Property Theft, Title 18 U.S.C. § 1341,  
Title 17 U.S.C. § 1(e) - Royalties, Title 17 U.S.C. § 104.

### B. If you checked Diversity of Citizenship

#### 1. Citizenship of the parties

Of what State is each party a citizen?

The plaintiff, Sabrina M. Hammond-Williams is a citizen of the State of  
(Plaintiff's name)

Virginia

(State in which the person resides and intends to remain.)

or, if not lawfully admitted for permanent residence in the United States, a citizen or subject of the foreign state of

If more than one plaintiff is named in the complaint, attach additional pages providing information for each additional plaintiff.

\*first  
Plaintiff (Page 2)

## I. BASIS FOR JURISDICTION

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What is the basis for federal-court jurisdiction in your case?

☒ Federal Question

☐ Diversity of Citizenship

### A. If you checked Federal Question

Which of your federal constitutional or federal statutory rights have been violated?

U.S. Const. Art. I § 8; Copyright Act of 1976;  
Title 17 U.S.C. § 1301(a)(1); Title 17 U.S.C. § 501(a)(6);  
Intellectual Property Theft, Title 18 U.S.C. § 1341,  
Title 17 U.S.C. § 1(e) - Royalties; Title 17 U.S.C. § 104.

### B. If you checked Diversity of Citizenship

#### 1. Citizenship of the parties

Of what State is each party a citizen?

The plaintiff, Henry I. CISCO, is a citizen of the State of  
(Plaintiff's name)

New York

(State in which the person resides and intends to remain.)

or, if not lawfully admitted for permanent residence in the United States, a citizen or subject of the foreign state of

If more than one plaintiff is named in the complaint, attach additional pages providing information for each additional plaintiff.

\*Second  
Plaintiff (Page 2)

If the defendant is an individual:

The defendant, Aaron Evchs, is a citizen of the State of  
(Defendant's name)

NEW YORK

or, if not lawfully admitted for permanent residence in the United States, a citizen or  
subject of the foreign state of

If the defendant is a corporation:

The defendant, TufAmerica, Inc., is incorporated under the laws of  
the State of New York

and has its principal place of business in the State of New York  
or is incorporated under the laws of (foreign state)

and has its principal place of business in New York

If more than one defendant is named in the complaint, attach additional pages providing  
information for each additional defendant.

## II. PARTIES

### A. Plaintiff Information

Provide the following information for each plaintiff named in the complaint. Attach additional  
pages if needed.

SABRINA M. HAMMOND-WILLIAMS  
First Name Middle Initial Last Name

1230 WIDE STREET  
Street Address

NORFOLK VIRGINIA 23504  
County, City State Zip Code

(757) 927-1967 carolinarecords11@gmail.com  
Telephone Number Email Address (if available)

Continued from page (3) -

**II. PARTIES**

**A. Plaintiff Information**

HENRY I. CISCO

First Name Middle Initial Last Name

243 West Market Street

Street Address

Long Beach New York 11561

County, City State Zip Code

(516) 661-1604 ciscohenry1@gmail.com

Telephone Number Email Address (if available)

## B. Defendant Information

To the best of your ability, provide addresses where each defendant may be served. If the correct information is not provided, it could delay or prevent service of the complaint on the defendant. Make sure that the defendants listed below are the same as those listed in the caption. Attach additional pages if needed.

Defendant 1: AARON FUCHS  
First Name Last Name  
PRESIDENT OF TUFF CITY RECORDS  
Current Job Title (or other identifying information)  
350 WEST 50TH ST 24F  
Current Work Address (or other address where defendant may be served)  
New York New York  
County, City State Zip Code

Defendant 2: Tuff City Records  
First Name Last Name  
Business for Music  
Current Job Title (or other identifying information)  
439 W. 43rd Street  
Current Work Address (or other address where defendant may be served)  
New York New York 10036  
County, City State Zip Code

Defendant 3: TufAmerica, Inc.  
First Name Last Name  
Business for Music  
Current Job Title (or other identifying information)  
439 W. 43rd Street  
Current Work Address (or other address where defendant may be served)  
New York New York 10036  
County, City State Zip Code

Continuing from page (4) -

**B. Defendant Information:**

Funky     Delicacies     Records

**First Name**

**Last Name**

Record Company under Aaron Fuchs

**Current job Title (or other identifying information)**

439     W.     43rd     Street

**Current Work Address (or address where defendant may be served)**

New York

New York

10036

**County, City**

**State**

**Zip Code**

Tuff - N - Rumble Management

**First Name**

**Last Name**

Management Company owned by Aaron Fuchs

**Current job Title (or other identifying information)**

439     W.     43rd     Street

**Current Work Address (or address where defendant may be served)**

New York

New York

10036

Defendant 4:

Swing Beats Songs BMI

First Name

Last Name

Business (Publishing)

Current Job Title (or other identifying information)

439 W. 43rd Street

Current Work Address (or other address where defendant may be served)

New York

New York

10036

County, City

State

Zip Code

### III. STATEMENT OF CLAIM

Place(s) of occurrence: Tuff City Records, 439 W. 43rd St. N.Y. N.Y.  
Quarterly Payment

Date(s) of occurrence: On or about January, 2020.

#### FACTS:

State here briefly the FACTS that support your case. Describe what happened, how you were harmed, and what each defendant personally did or failed to do that harmed you. Attach additional pages if needed.

1. The entire years of 2019, 2020, quarterly royalty payments were never forwarded to the late Roy C. Hammond, hereinafter: (Roy C).
2. On or about December 28, 2018, Roy C received a royalties payment of \$18,990.51 (See EXHIBIT A).
3. Aaron Fuchs d/b/a Tuff City Records, TufAmerica, Inc., Swing Beats Songs BMI, Funky Delicacies Records, Tuff-N-Rumble Management pursuant to the 2001 Settlement Agreement contract was required to forward (50%) of all monies earned from the song "Impeach The President" created by Roy C (See EXHIBIT B).
4. Plaintiff Williams alleges defendant Aaron Fuchs was embezzling Roy C (50%) share of all royalties payments from "Impeach The President"



\*(See Attached pages [8-28])

**INJURIES:**

If you were injured as a result of these actions, describe your injuries and what medical treatment, if any, you required and received.

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

**IV. RELIEF**

State briefly what money damages or other relief you want the court to order.

COMPENSATORY, CONSEQUENTIAL, MORATORY, INCIDENTAL,  
FORSEEABLE, PROXIMATE, LIQUIDATED DAMAGES:  
\$20 MILLION, PUNITIVE DAMAGES: \$5 MILLION.  
RECISSION OF COPYRIGHT OF (IMPEACH THE PRESIDENT),  
OF DEFENDANTS (50%) SHARE, ATTORNEY'S FEES, Return  
of ALL (ROY C) Music Compositions returned to JHM-BMI.

## V. PLAINTIFF'S CERTIFICATION AND WARNINGS

By signing below, I certify to the best of my knowledge, information, and belief that: (1) the complaint is not being presented for an improper purpose (such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation); (2) the claims are supported by existing law or by a nonfrivolous argument to change existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Federal Rule of Civil Procedure 11.

I agree to notify the Clerk's Office in writing of any changes to my mailing address. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Each Plaintiff must sign and date the complaint. Attach additional pages if necessary. If seeking to proceed without prepayment of fees, each plaintiff must also submit an IFP application.

1/28/2021

Dated

Sabrina

M.

Plaintiff's Signature

Hammond-Williams

First Name

Middle Initial

Last Name

1230 wide st.

Street Address

Norfolk

VA

23504

County, City

State

Zip Code

757-927-1967

carolinarecords11c@gmail.com

Telephone Number

Email Address (if available)

I have read the Pro Se (Nonprisoner) Consent to Receive Documents Electronically:

☐ Yes ☒ No

If you do consent to receive documents electronically, submit the completed form with your complaint. If you do not consent, please do not attach the form.

\* First  
Plaintiff (Page 7)

## V. PLAINTIFF'S CERTIFICATION AND WARNINGS

By signing below, I certify to the best of my knowledge, information, and belief that: (1) the complaint is not being presented for an improper purpose (such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation); (2) the claims are supported by existing law or by a nonfrivolous argument to change existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Federal Rule of Civil Procedure 11.

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Each Plaintiff must sign and date the complaint. Attach additional pages if necessary. If seeking to proceed without prepayment of fees, each plaintiff must also submit an IFP application.

1/28/2021  
Dated  
Henry I. Cisco  
Plaintiff's Signature  
Henry I. CISCO  
First Name Middle Initial Last Name  
243 West Market Street  
Street Address  
NASSAU, Long Beach New York 11561  
County, City State Zip Code  
(516) 661-1604 ciscohenry1@gmail.com  
Telephone Number Email Address (if available)

I have read the Pro Se (Nonprisoner) Consent to Receive Documents Electronically:

☐ Yes ☒ No

If you do consent to receive documents electronically, submit the completed form with your complaint. If you do not consent, please do not attach the form.

\* Second  
Plaintiff (Page 7)

business transactions from licensing agreement contracts with Record Labels Companies for their Artist song consisting of derivatives of a "drum beat" and/or other forms of derivatives from the song and (65%) from suing Third party unauthorized usage of the song "Impeach The President."

5. Plaintiff Williams alleges that there were two(2) of the same 2001 Settlement Agreement Contracts that were obtained by Roy C from an alleged Paralegal Phillis Johnson who he thought was aiding him in his defense of resolving his deliberate and intentional non-payment of royalties but realized the Paralegal was aiding the defendant Aaron Fuchs by helping him tamper with the 2001 Contract.

6. Roy C requested documents pertaining to his missing royalties issues which Paralegal Phillis Johnson had in a file box which she gave to Roy C to check for the documents.

7. Roy C uncovered numerous different copies of the same 2001 Settlement Agreement Contract in the File box and kept the two copies of the 2001 Settlement Agreement Contract that clearly showed one '2001 Contract' consisting of \*(23 pages) all of which had his forged initials going in a upward direction (**See EXHIBIT C - 2001 Settlement Agreement Contract tampered With \*[23] pages of Forged "Roy C" Initials).**

8. Roy C writes in a (from Left to Right Stroke across) motion, not upward stroke motion.

9. Roy C noticed the other 2001 Contract, the duplicate, had his forged 'initials' on pages (14), (17), (18), and (21) (**See EXHIBIT D - 2001 Settlement Agreement Contract with four pages of Forged Initials of Roy C).**

10. Plaintiff Williams alleges that specifically on page (23), (#95) of the 2001 Settlement Agreement Contract, Lines (6-8), and it states verbatim:

"This agreement may not be changed or modified, or any covenant or provision hereof waived,  
except by an agreement in writing signed by the parties hereto."

11. Plaintiff Williams alleges there was an obvious breach of contract by the defendant tampering with the contractual agreement of 2001 because Roy C did not sign any agreement to have his "initials" forged on the contract.

12. Plaintiff Williams alleges that defendant Aaron Fuchs d/b/a/ Tuff City Records, TufAmerica, Inc., Swing Beat Songs BMI, Funky Delicacies Records and Tuff-N-Rumble Management committed:

**"continuous breach of contract",**

**"deliberate and intentional non-payment of royalties",**

**"Civil and Criminal Embezzlement"**

**"continuous material breach of contract",**

**"Intellectual Property Theft of Songs",**

**"Copy Infringement."**

**CAUSE OF ACTION-CONTINUOUS BREACH OF CONTRACT**

13. Defendant Aaron Fuchs of Tuff City Records has failed to forward to Roy C quarterly

royalties payments for the years 2019 and 2020.

14. Plaintiff Williams alleges starting from January, 2019 and every quarterly scheduled royalty payment thereafter, defendant has refused to forward to Roy C monies owed to him.

15. Plaintiff Williams alleges Roy C made repeated calls and emails to defendant which defendant only lied to Roy C about sending the monies for 2019 and 2020.

16. Pursuant to the strict terms of the 2001 Settlement Agreement Contract January 1, 2001 and signed on or about February/March, 2001, on page [19], paragraph [76], Lines (1-4), and it specifically states verbatim:

"[Tuff City] may assign this Agreement or its rights or [obligations] hereunder to any party provided that Tuff City [notifies] Hammond and the assignee agrees in writing to remain bound by the terms hereof [or] Tuff City [**remains primarily liable**] to Hammond for any of its [obligations] here under."

17. Defendant Aaron Fuchs doing business as Tuff City Records, TufAmerica, Inc., Swing Beats Songs BMI, Funky Delicacies Records and Tuff-N-Rumble Management alleges to have money put away in Escrow for Roy C but never made an effort to forward it to him and just wrongfully kept the money from Roy C which Roy C has since passed away in September, 2020.

18. Plaintiff Williams alleges that because defendant Aaron Fuchs 'continuous breach of his contractual agreement to make royalties payments every quarter of the years, in particular 2019 and 2020, the 2001 Settlement Agreement Contract is null and void and terminated and

defendant's (50%) share of the music compositions of "Impeach The President" and his (50%) copyright share is rescinded.

19. Defendant's motion to dismiss our case should be denied.

**CAUSE OF ACTION-DELIBERATE AND INTENTIONAL NON-PAYMENT OF ROYALTIES**

20. Defendant Aaron Fuchs deliberately and intentionally refused to pay the required contractual agreement amount in royalties of (50%) and (65%) to Roy C pursuant to the terms of the 2001 Settlement Agreement Contract.

21. Defendant Aaron Fuchs last royalties payment was on or about December 28, 2018 for (\$18,790.51) **(See EXHIBIT E - Emails Establishing Late Royalties Payment From Aaron Fuchs).**

22. Plaintiff Cisco alleges defendant Aaron Fuchs of Tuff City Records owes Roy C an estimated millions of dollars in royalties payments from his song, "Impeach The President" which the defendant has been collecting from licensing agreements to music companies such as **Sony Music Entertainment, Atlantic Records, Warner Records/Warner Music Group and Universal Music Group** and by suing Musicians and the same Record Companies for their unauthorized sampling of Roy C's song "Impeach The President."

23. Plaintiff Cisco alleges such Artist include (L L Cool J-"Around The Way Girl" and "6 Minutes of Pleasure"), (EPMD-"Give The People"), (Janet Jackson-"That's The Way Love Goes"), (Shaggy-"Luv Me, Luv Me"), (Ronny Jordan-"See The New", "Summer Smile and "Shit Goes Down"), (George Benson-"The Thinker").

24. Defendant Aaron Fuchs is the President of Tuff City Records which has a estimated network

from the Company at \*(\$31.20 million) (See EXHIBIT F - RocketReach Website Information on Networth).

25. Plaintiff Cisco alleges defendant Aaron Fuchs has refused to adhere to the 2001 Settlement Agreement Contract which he is embezzling (100%) of royalties payments which (50%) of those royalties made from Roy C's song "Impeach The President", (50%) of royalties payments were obligated and a priority to forward to Roy C.

26. Upon information and belief, defendant Aaron Fuchs received \*(\$62,500.00) from Universal Music Group for a licensing fee but failed to forward Roy C his \*(50%) share as required.

27. Plaintiff Cisco alleges that defendant Aaron Fuchs "deliberate and intentional non-payment of royalties" of (50%) from Roy C's song "Impeach The President", defendant Aaron Fuchs (50%) share of the Copyright is null and void and rescinded for his deliberate and intentional non-payment of royalties owed to Roy C.

28. Defendant's motion to dismiss our case should be denied.

#### **CAUSE OF ACTION - CIVIL AND CRIMINAL EMBEZZLEMENT**

29. During the creation of the 2001 Settlement Agreement Contract between Roy C and defendant Aaron Fuchs, Roy C entrusted in the defendant to conduct trustworthy business dealings with his intellectual property consisting of (17) music compositions:

**"I Caught Her in the Act"**

**"We're On The Road To Hell"**

**"Since God Made A Woman"**

**"Merry Go Round"**



**"I Thought I Had Everything"**  
**"In Divorce Court"**  
**"I Don't Want to Worry"**  
**"Song of Peace"**  
**"To Make You Feel Like a Woman"**  
**"You and I"**  
**"Right or Wrong"**  
**"After The Disco Is Over"**  
**"A Merry Black Christmas"**  
**"Lonely I Was (Til I Met You)"**  
**"I Caught You In The Act"**  
**"Neighborhood Scandal"**  
**"Impeach The President."**

30. Roy C specifically appointed defendant Aaron Fuchs the "Administrator" of the (17) music compositions and in particular, **"Impeach The President"** while he would conduct business and generate monies in the form of royalties from music Artist and Record Labels Companies.

31. Roy C agreed through the 2001 Settlement Agreement defendant Aaron Fuchs guaranteed percentage (50%) of all monies made from the highly sort after song, "Impeach The President" because of its original 'drum beat' and (35%) of monies made from any judgments and settlements from copyright infringement Suits against any Artist and Record Labels Companies using derivatives from "Impeach The President" without written consent and permission.

32. Defendant Aaron Fuchs as "Administrator" over Roy C's (17) music compositions, also received (50%) of the copyright to the music composition "Impeach The President", making the

defendant co-owner of the song "Impeach The President" (See EXHIBIT G - COPYRIGHT INFORMATION [50%/50%] For "Roy C" and Aaron Fuchs).

33. Defendant Aaron Fuchs set out to betray Roy C and without his approval, defaced and removed the "Alaga Records" Label which Roy C owns and put his Label, "Tuff City Records", "Funky Delicacies Records" on the music composition of "Impeach The President" to make it appear to the public that he (Aaron Fuchs) owns the song.

34. Defendant without notifying Roy C and keeping him updated on his (17) music compositions which defendant Aaron Fuchs was required to do, was suing Artist and Records Labels Companies and pocketing the majority of all the monies for himself, keeping mostly (100%) of the judgments and settlements monies.

35. Defendant Aaron Fuchs created fraudulent documents and presented the paperwork to Broadcast Music, Inc., hereinafter; (BMI), to deceive BMI into removing approximately (17) plus (4) more music compositions,

"I Caught Her in the Act"

"We're On The Road To Hell"

"Since God Made A Woman"

"Merry Go Round"

"I Thought I Had Evevrything"

"In Divorce Court"

"I Don't Want to Worry"

"Song of Peace"

"To Make You Feel Like a Woman:

"You and I"

**"Right or Wrong"**  
**'After The Disco Is Over"**  
**"A Merry Black Christmas"**  
**"Lonely I Was (Til I Met You)"**  
**"I Caught You In The Act"**  
**"Neighborhood Scandal"**  
**"Impeach The President"**

the extra Four(4) music compositions are:

**"Show Me The Way"**  
**"Super Man"**  
**"Shotgun Wedding"**  
**"Back In My Arms,"**

from Roy C's "Johnson and Hammond Music BMI" Publishing Catalog and placed into Swing Beats Songs BMI Publishing Catalog so he would profit off (100%) of Roy C's Publisher's rights without Roy C's consent and written permission.

36. For over two years, 2019 and 2020, defendant Aaron Fuchs has embezzled and primarily stolen Roy C's approximately (20) music compositions depriving Roy C of making hundreds upon hundreds of thousands of dollars possibly millions of dollars particularly from the song "Impeach The President" (See EXHIBIT H - COMPLAINT LETTER TO DEPARTMENT OF JUSTICE FROM "ROY C").

37. Plaintiff Cisco alleges between \*(1983 to 2000), over approximately \$25, 000, 000.00 was

made from the sampling of the derivatives of "Impeach The President" \*(**drum beat**) in many songs that became hits that went Gold and Platinum and between \*(**2001 to 2020**), approximately another \$25, 000, 000.00 was made from many Artist and Record Companies as well (See EXHIBIT I - ALL THE ARTIST and SONGS From 1983 to 2019).

38. Plaintiff Cisco alleges that the Female Artist (Janet Jackson) and her hit song, "That's The Way Love Goes" on or about \*1993, which has the derivative of the 'drum beat' of Roy C's song "Impeach The President" after its release for **Virgin Records**, grossed approximately \$15 to \$20 million worldwide in sales.

39. Plaintiff Cisco alleges the defendant had prior actual and constructive knowledge of the unauthorized sampling of the Roy C's derivative of a 'drum beat' in \*(Janet Jackson's song) and obtained royalties from this song which he failed to compensate Roy C his (50%) share.

40. Plaintiff Cisco alleges the existence of a fiduciary relationship between Roy C and defendant Aaron Fuchs (the one accused with [embezzlement]), is responsible for the intellectual property of the other person, which is Roy C, and through said relationship was how defendant Aaron Fuchs acquired the intellectual property of those approximately (20) songs, in particular; "Impeach The President", defendant Aaron Fuchs wrongfully took ownership of the intellectual property of the approximately (20) songs for his own personal gain, which defendant Aaron Fuchs actions were deliberate and [intentionally] committed, making defendant Aaron Fuchs civil and criminally liable for embezzlement.

41. Defendant's motion to dismiss our case should be denied.

### CONTINUOUS MATERIAL BREACH OF CONTRACT

42. Plaintiff Williams alleges defendant Aaron Fuchs of Tuff City Records committed an "continuous Material breach of contract" when he failed to adhere and honor the strict terms of the 2001 Settlement Agreement Contract.

43. Defendant Aaron Fuchs violated the terms on (page [12]), Section VI, number [57], paragraph [17], in that defendant shall own (50%) and Roy C shall own (50%) ownership interest, including the worldwide copyrights therein and any and any renewals or extensions thereof, to the compositions entitled "Impeach The President" and Roy C's Theme.

44. Plaintiff Williams alleges defendant Aaron Fuchs of Tuff City Records for over two years, 2019 and 2020, controlled [100%] of the ownership interest specifically to "Impeach The President" in which he has deliberately and intentionally failed to pay Roy C his (50%) share of any royalties payments from "Impeach The President."

45. Plaintiff Williams alleges in the 2001 Settlement Agreement Contract on [page 12], (#57), paragraph (c), which states, "Tuff City" shall [pay] and [account] for any royalties due under this Agreement in accordance with the terms set forth below."

46. Plaintiff Williams alleges in the 2001 Settlement Agreement Contract, on (page [13]), first paragraph [D], it states verbatim,

"Commencing with the Quarterly accounting period beginning January 1, 2001, all ["Net Income"] (as defined below) earned or [received by Tuff City] or its assignees, successors-in-interest, or any [person] or [company] on its behalf, or their designees and

assigns, with regard to the compositions ["Roy C's Theme"] and ["**Impeach The President**"] including those collected as a result of all lawsuits commenced after the dates hereof, [as well as those collected for licenses] with respect [to third party usage of the compositions discussed in this agreement, [shall be paid] and [distributed] in the following percentages:

Tuff City: Fifty (50%) percent

Hammond: Fifty (50%) percent."

47. Plaintiff Williams alleges defendant Aaron Fuchs of Tuff City Records failed to pay Roy C his (50%) share of royalties payments from licenses to Atlantic Records and Sony Music Entertainment to use derivatives of a drum beat from the music composition of "Impeach The President."

48. Defendant Aaron Fuchs of Tuff City Records has been receiving royalties payments from **Atlantic Records** which Artist (**Flo Rida-"My House"**) and (**Wale-"The Bloom"**) made a song using "Impeach The President" which Tuff City Records authorized but stole and kept all (100%) of royalties payments received and receiving and deprived Roy C his (50%) for over two years, 2019 and 2020.

49. Tuff City Records is also receiving royalties payments from licensing agreements from **Sony Music Entertainment** that made music from "Impeach The President" which keeps (100%) and withheld Roy C's (50%) share.

50. Defendant Aaron Fuchs of Tuff City Records collected licensing agreements monies which he failed to provide Roy C his (50%) (See 2001 Settlement Agreement Contract, page [14], [#

**58] "Impeach The President" and "Roy C's Theme" Masters: Ownership, Royalty Participation and General Accounting, (A). (iii) (B) Licensing of masters, (C) New or Old productions of Masters).**

51. Plaintiff Williams alleges on [page (13)], paragraph (E), and it states verbatim:

"As used in this paragraph ["Net Income"] is defined as the gross receipts derived by Tuff City from the exploitation of the compositions ["Roy C's Theme"] and ["Impeach The President"] including the publisher's share of public performance fees paid by the applicable performing rights society."

52. Plaintiff Williams alleges defendant Aaron Fuchs of Tuff City Records deliberately and intentionally failed to pay Roy C quarterly royalties payments for \*(2019) and \*(2020) and to provide proper accounting statements as a matter of record and failed to adhere to the mandatory terms of the 2001 Settlement Agreement contract in delivering \*(50%) of royalties payments from licensing agreement and third party use of derivatives from the music composition of "Imeach The President."

53. Defendant's (50%) share of the music composition consisting of "Impeach The President" must be rescinded.

54. Defendant's motion to dismiss our case should be denied.

**CAUSE OF ACTION - INTELLECTUAL PROPERTY THEFT OF SONG(S)**

55. Defendant Aaron Fuchs of Tuff City Records falsified and fabricated fraudulent documents

and presented them under fraudulent pretenses to BMI.

56. Plaintiff Cisco alleges defendant Aaron Fuchs, doing business as Tuff City Records, Swing Beats Songs BMI and Funky Delicacies Records utilized these fraudulent documents to deceive BMI to remove approximately (20) music compositions:

**"In Divorce Court**

**"I Don't Want to Worry"**

**"Song of Peace"**

**"To Make You Feel Like a Woman"**

**"You and I"**

**"Right or Wrong"**

**"I Caught You In The Act"**

**"Neighborhood Scandal"**

**"After The Disco Is Over"**

**"A Merry Black Christmas"**

**"Lonely I Was (Til I Met You)"**

**"I Caught Her In The Act"**

**"We're On The Road to Hell"**

**"Since God Made A Woman"**

**"Show Me The Way"**

**"Merry Go Round"**

**"I Thought I Had Everything"**

**"Super Man"**

**"Shotgun Wedding"**

**"Impeach The President"**



**"Back In My Arms"**

owned by Roy C from "Johnson and Hammond Music BMI" and placed the approximately (20) music compositions in "Swing Beats Songs BMI" and have "Impeach The President" label wrongfully changed with "Funky Delicacies Records Label and Tuff City Records Label" in order to receive Roy C's publisher's rights royalties.

57. Plaintiff Cisco alleges defendant Aaron Fuchs has in his possession, fabricated, falsified and fraudulent contractual documents to make it appear as though he bought the music composition "Impeach The President" from Roy C. (See EXHIBIT J - LETTER FROM BMI TO "ROY C").

58. Plaintiff Cisco alleges defendant Aaron Fuchs fabricated and falsified fraudulent documents to deceive BMI to have over \$500,000.00 forwarded to him for the publisher's rights from these approximately (20) music compositions which Roy C owns:

**"In Divorce Court"**

**"I Don't Want to Worry"**

**"Song of Peace"**

**"To Make You Feel Like a Woman"**

**"You and I"**

**"Right or Wrong"**

**"I Caught You In The Act"**

**"Neighborhood Scandal"**

**"After The Disco Is Over"**

**"A Merry Black Christmas"**

**"Lonely I Was (Til I Met You)"**

**"I Caught Her In The Act"**  
**"We're On The Road to Hell"**  
**"Since God Made A Woman"**  
**"Show Me The Way"**  
**"Merry Go Round"**  
**"I Thought I Had Everything"**  
**"Super Man"**  
**"Shotgun Wedding"**  
**"Impeach The President"**  
**"Back In My Arms."**

59. Plaintiff Cisco alleges defendant Aaron Fuchs doing business as Tuff City Records, Swing Beats Songs BMI and Funky Delicacies Records created fraudulent documents to deceive BMI to allow defendant to take control of the ownership of Roy C's catalog of music compositions consisting of these approximately (20) songs:

**"In Divorce Court"**  
**"I Don't Want to Worry"**  
**"Song of Peace"**  
**"To Make You Feel Like a Woman"**  
**"You and I"**  
**"Right or Wrong"**  
**"I Caught You In The Act"**  
**"Neighborhood Scandal"**  
**"After The Disco Is Over"**  
**"A Merry Black Christmas"**  
**"Lonely I Was (Til I Met You)"**

**"I Caught Her In The Act"**  
**"We're On The Road to Hell"**  
**"Since God Made A Woman"**  
**"Show Me The Way"**  
**"Merry Go Round"**  
**"I Thought I Had Everything"**  
**"Super Man"**  
**"Shotgun Wedding"**  
**"Impeach The President"**  
**"Back In My Arms."**

60. Plaintiff Cisco alleges BMI records will show that they were presented with fraudulent documentation that mislead them to believe the defendant owns the approximately (20) songs now under Tuff City Records and Swing Beats Songs BMI.

61. Plaintiff Cisco alleges defendant Aaron Fuchs of Tuff City Records on (September 17, 2020) without authorization from the Hammond Estate placed (14) songs by Roy C on a Streaming Site most of which are music compositions defendant stole through fraudulent pretenses from Johnson and Hammond Music BMI (See EXHIBIT K - \*(14) Songs Wrongfully Placed On Streaming Site Soon After "Roy C's" Passing).

62. Plaintiff Cisco alleges defendant Aaron Fuchs never received a Court Order or written authorization from Roy C himself, to have his approximately (20) music compositions wrongfully removed from "Johnson and Hammond Music BMI" which Roy C is the Singer, Song Writer and Producer of said music compositions.

63. Plaintiff Cisco alleges since the defendant utilized fraudulent pretenses to deceive BMI into removing the (20) music compositions from Roy C's Johnson and Hammond Music BMI and used these same fraudulent documents to deceive BMI into forwarding over \$500,000.00 to Aaron Fuchs under Swing Beats Songs BMI, this violates the terms of the 2001 Settlement Agreement Contract, which defendant Aaron Fuchs (50%) share of ownership to "Impeach The President" is rescinded.

64. Defendants motion to dismiss our case should be denied.

#### **CAUSE OF ACTION - COPYRIGHT INFRINGEMENT**

65. Defendant Aaron Fuchs doing business as Tuff City Records, Swing Beats Songs BMI and Funky Delicacies Records infringed on the intellectual property of a music composition called "Impeach The President" by wrongfully defacing and changing the record label that Roy C owned from the song called "Alaga Records" and defendant placed his record label instead as the 'cover' label called "Tuff City Records" and again with the label of "Funky Delicacies Records" (**See EXHIBIT L - Unauthorized Changing of Alaga Records Label to Tuff City Records and Funky Delicacies Records Label By Defendant Aaron Fuchs**).

66. Plaintiff Williams alleges "Tuff City Records" and Funky Delicacies Records" are not the original Records labels to the music composition of "Impeach The President", "Alaga Records" is the original Record Label for the song.

67. Plaintiff Williams alleges the defendant is wrongfully misleading the public by giving society the wrong impression that Tuff City Records and/or Funky Delicacies Records own the song "Impeach The President."

68. Roy C did not authorize the change of his "Alaga records" Label to be removed from his intellectual property.

69. Defendant Aaron Fuchs infringed on Roy C intellectual property of a music composition "Impeach The President" and stole the song through deceit and deception by convincing BMI to remove it from "Johnson and Hammond Music BMI" and placed it in Swing Beats Songs BMI so he can receive all the publisher's royalties payments of (100%) and depriving Roy C of his Writers/Publisher's monies.

70. Plaintiff Williams alleges defendant Aaron Fuchs is claiming (100%) ownership of the song "Impeach The President" which automatically violates the terms of the 2001 Settlement Agreement Contract.

71. Plaintiff Williams wants the record to reflect, at the time of the '2001 Settlement Agreement Contract' operability and functions, the defendant (only) shared the ownership of the song "Impeach The President" which his share was (50%).

72. Prior to the 2001 Settlement Agreement Contract defendant had Roy C's intellectual property "Impeach The President" wrongfully placed under "Street Tuff Tunes \*(ASCAP)", when it was required to be under "Johnson and Hammond Music BMI.

73. Plaintiff Williams alleges in order for the removal of an Artist music compositions to be moved from one Publishing catalog to the other, a specific (Writers/Publisher's Contract) must be created and signed by [both parties] in order for the complete transfer of intellectual property to be moved "by the Performance Rights Society" (See EXHIBIT M - LETTER TO BMI FROM "ROY C" EXPLAINING AARON FUCHS FRAUDULENT PRETENSES AND DECEIT AND

LETTER FROM BMI TO "ROY C" CONCERNING AARON FUCHS ALLEGED DOCUMENTATION).

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**\*American Society of Composers, Authors and Publishers.**

74. Plaintiff Williams alleges if BMI has documentation on file in their possession from defendant Aaron Fuchs doing business as Tuff City Records, Swing Beats Songs BMI and Funky Delicacies Records that "legitimately" authorizes the removal of approximately (20) music compositions from "Johnson and Hammond Music BMI" to be placed in Swing Beats Songs BMI, the documentation must be in the form of a [Writers/Publisher's Contract] establishing the authentic signature of (Roy C Hammond), which if not (Roy C Hammond) authenticated signature, constitutes as fraud upon the defendant Aaron Fuchs who presented the said documents to BMI and will act as infringing on the copyrighted music compositions of the approximately (20) songs:

**"In Divorced Court"**

**"I Don't Want to Worry"**

**"Song of Peace"**

**"To Make You Feel Like a Woman"**

**"You and I"**

**"Right or Wrong"**

**"I Caught You In The Act (Neighborhood Scandal)"**

**"After The Disco Is Over"**

**"A Merry Black Christmas"**

**"Lonely I Was (Til I Met You)"**

**"I Caught Her In The Act"**

**"We're On The Road to Hell"**

**"Since God Made A Woman"**

**"Show Me The Way"**

**"Merry Go Round"**

**"I Thought I Had Everything"**

**"Super Man"**

**"Shotgun Wedding"**

**"Impeach The President"**

**"Back In My Arms."**

75. Defendant Aaron Fuchs is therefore liable for copyright infringement and his (50%) share rescinded from the music composition of "Impeach The President" and said 2001 Settlement Agreement Contract terminated.

76. Defendants motion to dismiss our case should be denied.



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EXHIBIT A

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10:25 4



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On Dec 28, 2018, at  
2:35 PM, Sarah  
Sobek  
<[sarah@tuffcity.com](mailto:sarah@tuffcity.com)>  
wrote:

Hi Roy,

I want to apologize  
for the delay in your  
payment. I  
inadvertently sent it  
to the incorrect  
address. I take full  
responsibility for this  
mistake. The  
payment has been  
re-routed to your  
correct address and  
the USPS tracking  
number is  
9953693185

Please let me know if  
you need anything  
else. Again, my  
sincerest apology for  
any additional stress  
this has put on you.

Regards,

~~\_\_\_\_\_~~  
Sarah Sobek



Henry Cisco <ciscohenry1@gmail.com>

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**Fwd: Apologies for the delay in your payment**

---

**ROY HAMMOND** <carolinarecords@aol.com>  
To: <ciscohenry1@gmail.com>

Fri, Apr 24, 7:34 AM

Sent from my iPhone

Begin forwarded message:

**From:** Sarah Sobek <sarah@tuffcity.com>  
**Date:** December 28, 2018 at 2:35:40 PM EST  
**To:** Roy Hammond <CAROLINARECORDS@AOL.COM>  
**Subject:** Apologies for the delay in your payment

Hi Roy,

I want to apologize for the delay in your payment. I inadvertently sent it to the incorrect address. I take full responsibility for this mistake. The payment has been re-routed to your correct address and the USPS tracking number is 9953693185

Please let me know if you need anything else. Again, my sincerest apology for any additional stress this has put on you.

Regards,

Sarah Sobek

10:24



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**From:** Roy Hammond  
<CAROLINARECORDS@AOL.COM>  
**Date:** February 3, 2019 at 3:49:38 PM EST  
**To:** [asronf@tuffcity.com](mailto:asronf@tuffcity.com)  
**Subject:** Re: Apologies for the delay in  
your payment

Sent from my iPhone

On Dec 28, 2018, at 4:52 PM,  
Roy Hammond  
<[carolinarecords@aol.com](mailto:carolinarecords@aol.com)>  
wrote:

Thank you SARAH.

Sent from my iPhone

On Dec 28, 2018, at  
2:35 PM, Sarah  
Sobek  
<[sarah@tuffcity.com](mailto:sarah@tuffcity.com)>  
wrote:

*From -  
TUFFCITY -*

Hi Roy,

I want to apologize  
for the delay in your  
payment!

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EXHIBIT B

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"Impeach the President" and "Roy C's Theme" Masters:  
Ownership, Royalty Participation and General Accounting

A. Notwithstanding anything to the contrary contained in any prior agreements between Hammond, Alaga or Tuff City, Tuff City and Alaga agree that Alaga, or its designee, and Tuff City shall each own an undivided fifty percent (50%) ownership interest, including the worldwide copyrights therein and any renewals or extensions thereof, to the sound recordings (masters) entitled "Impeach the President" and "Roy C's Theme", subject to the following:

- (i) Tuff City shall be the exclusive administrator of all copyrights and other proprietary rights therein, subject to the terms and conditions of this Agreement and the Administration Agreement;
- (ii) Tuff City shall maintain and have all exclusive rights under 17 U.S.C. §§ 106-118, inclusive; and
- (iii) Tuff City shall pay and account for any royalties due under this Agreement and the Administration Agreement in accordance with the terms and conditions set forth herein and therein.

B. Licensing of masters: Commencing with the semi-annual accounting period beginning January 1, 2001, all monies earned or received by Tuff City, or its designees and assigns, with regard to any licenses for the use of the masters which are the subject of this agreement, including those collected as a result of all lawsuits which are commenced after the date hereof with respect to third party usage of the masters discussed in this agreement, shall be paid and distributed in the following percentages:

Tuff City:	Fifty (50%) percent
Hammond:	Fifty (50%) percent

C. New or old productions of masters: Commencing with the semi-annual accounting period beginning January 1, 2001, all "Net Profits" earned and received by Tuff City or its licensees, with regard to any productions made by Tuff City of sound carriers derived from any of the masters which are the subject of this agreement, and which are distributed by Tuff City or its licensees and distributors, shall be paid and distributed in the following percentages:

Tuff City:	Fifty (50%) percent
Hammond:	Fifty (50%) percent

Initialed below by Roy C. Hammond  
 s/wc Alaga and JAH

D. Commencing with the quarterly accounting period beginning January 1, 2001, all "Net Income" (as defined below) earned or received by Tuff City or its assignees, successors-in-interest, or any person or company on its behalf, or their designees and assigns, with regard to the compositions "Roy C's Theme" and "Impeach the President," including those collected as a result of all lawsuits commenced after the date hereof, as well as those collected for licenses, with respect to third party usage of the Compositions discussed in this agreement, shall be paid and distributed in the following percentages:

Tuff City:	Fifty (50%) percent
Hammond:	Fifty (50%) percent

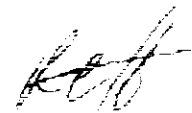
E. As used in this paragraph "Net Income" is defined as the gross receipts derived by Tuff City from the exploitation of the compositions "Roy C's Theme" and "Impeach the President" including the publisher's share of public performance fees paid by the applicable performing rights society, less the following:

(i) Collection and other fees customarily and actually charged by BMI, The Harry Fox Agency, Inc. or any other third party collection agent which may be used by Tuff City; and

(ii) Reasonable attorney's fees, if any, actually paid by Tuff City for any agreements (other than the within agreement) affecting the Compositions.

F. Small performing rights in the Compositions, to the extent permitted by law, shall be assigned to and licensed by the applicable performing rights society. The parties agree that BMI shall be the designated performing rights society. Said society shall be and hereby is authorized to collect and receive all monies earned from the public performance of "Impeach the President" and "Roy C's Theme" and to pay directly to the Designated Collection Agent one hundred (100%) percent of such sums as are allocated by said society as the publisher's share of public performance fees. The Designated Collection Agent shall distribute such monies in accordance with the terms of this agreement.

G. Tuff City acknowledges that Hammond shall collect 100% of the writer's share of public performance fees arising in connection with the compositions "Impeach the President" and "Roy C's Theme" directly from BMI, and Tuff City agrees that it shall have no interest in such monies.



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EXHIBIT C

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COPY

**SETTLEMENT AGREEMENT BY AND BETWEEN  
ROY C. HAMMOND, AS AN INDIVIDUAL  
AND AS PRESIDENT OF ALAGA RECORDS,  
ON THE ONE HAND, AND TUFAMERICA, INC.,  
d/b/a TUFF CITY RECORDS, ON THE OTHER.**

This agreement effective as of January 1, 2001 is between TufAmerica, Inc. located at 200 West 72nd Street, Suite 56, New York, NY 10023 ("Tuff City"), on the one hand and Roy C. Hammond ("Hammond") and Alaga Records ("Alaga"), both located at 103 Water Street, Allendale, SC 29810 on the other.

The parties agree to the following:

**I. The Parties**

1. Hammond is an individual who resides at 103 Water Street, Allendale, South Carolina 29810.
2. Alaga is a company that has a sole place of business at 103 Water Street, Allendale, South Carolina, 29810.
3. Hammond is the founder of Alaga. Attached hereto as Exhibit A is a true and accurate copy of a 1972 Article published in Blues & Soul International Music Review. That article explains that Hammond founded Alaga in 1970.
4. Hammond is the sole owner and sole shareholder of Alaga. Hammond has been the sole owner and sole shareholder of Alaga since Alaga's inception in 1970.
5. Hammond is the sole officer of Alaga. Hammond has been the sole officer of Alaga since Alaga's inception in 1970.
6. Hammond is the sole director of Alaga. Hammond has been the sole director of Alaga, since Alaga's inception in 1970.
7. Hammond certifies that he is the only individual at Alaga that ever had the authority or capacity to assign, license or otherwise transfer any rights in and to the master of the song titled "Impeach the President."



8. From Alaga's inception in 1970 through the present, Hammond has maintained exclusive authority to consider or authorize transactions, make decisions, assign assets or responsibilities, handle the business affairs of, or otherwise act on behalf of Alaga. No other individual or entity has ever had authority to consider or authorize transactions, make decisions, assign assets or responsibilities, handle the business affairs of, or otherwise act on behalf of Alaga.
9. Hammond is the sole owner, officer and director of the entity known alternatively as "Johnson and Hammond Music" and "Johnson and Hammond Publishing," (hereinafter "J&H") which has been registered with BMI.
10. "J&H" is simply a "d/b/a" or "doing business as" or "fictitious name" for Hammond. As the BMI directory demonstrates, "J&H," which has been assigned publisher registration number 15432614 for BMI, has the following address and contact information:

ROY C. HAMMOND D/B/A  
JOHNSON AND HAMMOND MUSIC  
103 WATER STREET  
ALLENDALE, SC 29810

11. To the extent that J&H acted as an administrator for any compositions written in part, or in whole, by Hammond, it did not do so as an owner of those compositions. Rather, Hammond, in his individual capacity, remained sole owner of the compositions.
12. Hammond certifies that J&H, if ever treated or construed as a separate entity from Hammond, did not have an ownership interest in any of the properties discussed herein.
13. Tuff City is a corporation organized and existing under the laws of the state of New York.
14. Aaron Fuchs ("Fuchs") is an individual director of Tuff City. At all times relevant, and for all matters relevant herein, Fuchs' interest is identical to Tuff City's interest. For all purposes herein Fuchs' assigned all such interests to Tuff City.
15. Frost Belt International ("Frost Belt") was a company located in New York City. At all times relevant, and for all matters relevant herein, Frost Belt's interest is identical to Tuff City's interest. For all purposes herein Frost Belt assigned all such interests to Tuff City. For all purposes herein Tuff City is the sole successor in interest to Tuff City.



II. Creation of The Song "Impeach the President"

16. In 1973 Hammond wrote the song called "Impeach the President." Hammond is the sole writer and/or author of the song "Impeach the President." Upon its creation, Hammond was the sole owner of the composition "Impeach the President," including without limitation, all copyrights thereto.
17. In 1973, Alaga released a Single of the song called "Impeach the President."
18. The musical group that performed the song "Impeach the President" was called The Honey Drippers, which was a musical group assembled and directed by Hammond.
19. Upon creation of the sound recording, Alaga owned the sound recording, or the master component, of the song "Impeach the President." This includes all copyrights therein and/or thereto.
20. The sound recording for "Impeach the President" was released with copyright notice consisting of a "P" (in a circle) with the name ALAGA, and the year of first publication, 1973.
21. The notice provided on all copies and/or phonorecords of "Impeach the President" which were produced or distributed within Alaga's control, and/or of which Alaga had knowledge, had the following notice:

(P) ALAGA 1973

22. Upon creation of the song, and subject only to the transactions detailed herein, Alaga was the one and only author, as that term is construed by the Copyright Act, of the sound recording of "Impeach the President."
23. Except for the instances detailed herein, Alaga never licensed, leased, assigned, or otherwise disposed of or transferred ownership of the sound recording of "Impeach the President," or any portion thereof, other than as set forth on Schedule A annexed hereto.
24. Upon creation, and subject only to the transactions detailed herein, Hammond was the exclusive writer, and the one and only person that had any input into the creation of the composition component of the song "Impeach the President."
25. Upon creation, and subject only to the transactions detailed herein, Hammond was the one and only person or entity who was an author, as that term is construed by the Copyright Act, of the composition "Impeach the President."

**III. Previous Transfer of Rights Between The Parties**

- 26. Hammond certifies that neither he nor Alaga have transferred any rights, title or interest in and to the copyrights in and/or to "Impeach the President" to any party other than Fuchs, Frost Belt and/or Tuff City.
- 27. Hammond certifies that, as the author of the composition component of the song "Impeach the President," he never transferred any rights, title or interest in and to the copyrights in and/or to the composition component of the song "Impeach the President" to any party other than Fuchs, Frost Belt and/or Tuff City.
- 28. On behalf of Alaga, Hammond certifies that, as the author of the master component of the song "Impeach the President," Alaga never transferred any rights, title or interest in and to the copyrights in and/or to the master component of the song "Impeach the President" to any party other than Fuchs, Frost Belt and/or Tuff City.

**The Sound Recording Purchase**

- 29. On May 5, 1982, Hammond, on behalf of himself and Alaga, on the one hand, and Fuchs, on the other, entered into an agreement, whereby Hammond, on behalf of himself and Alaga, transferred all rights including copyrights and renewal rights in and to the master component of "Impeach the President" to Fuchs. A copy of this agreement is attached hereto as Exhibit B.
- 30. By the May 5, 1982 agreement, Hammond, on behalf of himself and Alaga, also granted Fuchs the right to use the trade name "ALAGA."
- 31. Prior to the May 5, 1982 agreement, Hammond and Alaga exclusively owned all rights, title and interest including copyrights, and renewal of copyrights in and to the master component of "Impeach the President."
- 32. Prior to the May 5, 1982 agreement, no other parties owned any rights, title or interest, including copyrights and/or renewal rights, in and to the master component of "Impeach the President."
- 33. Prior to the May 5, 1982 agreement, neither Hammond, Alaga nor any agents therefore, transferred any of the rights, title or interest, including copyrights and renewal rights, in and or to the master component of "Impeach the President."

34. Hammond, Alaga and Fuchs all understood that the May 5, 1982 transferred all rights, title and interest, including copyrights and renewal rights, in and to the master component of "Impeach the President," from Alaga to Fuchs. To the extent that the May 5, 1982 agreement can be interpreted otherwise, the parties intend for this agreement to supersede the May 5, 1982 agreement. Tuff City, Fuchs, Hammond and Alaga all agree that the copyrights, and renewal rights, to the master component of "Impeach the President" was irrevocably transferred and assigned to Fuchs on May 5, 1982.

**The Composition Component Purchase**

35. On July 24, 1990, Hammond and Tuff City entered into an agreement, which amended an agreement dated March 22, 1988 between Hammond and Tuff City. These are attached hereto as exhibits C and D.
36. The parties agree that the purpose and effect of these agreements was the transfer of, *inter alia*, all right title and interest, including without limitation copyrights, in and to the composition component of the song "Impeach the President."
37. Prior to these agreements, neither Alaga, Hammond, nor any agent of these parties, transferred any ownership interest in, and did not grant any exclusive licenses to third parties for "Impeach The President."
38. Hammond, Alaga and J&H have claimed that neither Fuchs, Frost Belt nor Tuff City, nor anyone on their behalf, have paid or accounted the monies that were payable to Hammond these agreements, which claim has been denied by Fuchs, Frost Belt and Tuff City.

**IV. Copyright Registration**

39. On November 25, 1991, Tuff City secured copyright registration SR-136-339, which covers both the master and musical composition components of the song "Impeach the President." Alaga, Hammond and J&H all agree that Tuff City properly registered this copyright, and that the information contained therein is correct. Alaga, Hammond and J&H all agree that Tuff City has always had the right to bring any claims on or related to this copyright, as the exclusive owner of all rights under 17 U.S.C. §§ 106-118.

V. Settlement of Grievances & New Agreement Including Ownership of Copyrights

40. Prior to the date hereof, Tuff City and Hammond disagreed over the amounts owed Hammond under the agreements referred to above.
41. Prior to the date hereof, Tuff City has alleged that Hammond was asked but had refused to aid Tuff City in its collection of royalties, assertions of legal and/or equitable claims, and the like, from third parties for said third party usage of any of the compositions or masters, discussed herein. This includes, without limitation, the civil action entitled *Tuff 'n' Rumble v. Profile*, 95 Civ. 0246 (S.D.N.Y.).
42. Prior to the date hereof, and as a result of the aforementioned alleged conduct by Hammond, Tuff City has claimed that it held payments due Hammond in escrow.
43. Prior to the date hereof, Hammond has claimed that Tuff City, Fuchs and Frost Belt have not paid and accounted to Hammond for monies he believed due.
44. This agreement acts as a settlement agreement for all disputes between Tuff City on the one hand, and Hammond, on the other, for all actions, uses, licenses, payments, or failure to pay, that occurred prior to the date hereof in connection with the various agreements, compositions and masters discussed herein. Therefore, in settlement of all claims, the parties agree to the terms set forth herein.

Other Compositions

45. Hammond is the sole author, and sole creator, of each of the following songs (hereinafter "The First Compositions"):
- a. I Caught Her in the Act;
  - b. We're On The Road To Hell;
  - c. Since God Made A Woman;
  - d. Merry Go Round; and
  - e. I Thought I Had Everything
46. Hammond has remained the sole owner of all right, title and interest, including copyrights and renewal rights in and to The First Compositions since they were created.

47. Hammond was an author and creator of each of the following songs (hereinafter "The Second Compositions"):

- a. In Divorce Court;
- b. I Don't Want to Worry;
- c. Song Of Peace;
- d. To Make You Feel Like a Woman;
- e. You and I;
- f. Right or Wrong;
- g. After The Disco Is Over;
- h. A Merry Black Christmas;
- i. Lonely Was I; and
- j. I Caught You In The Act (Neighborhood Scandal)

48. The Second Compositions were written by Hammond and J. Hines ("Hines"). Upon creation, Hammond and Hines each owned (50%) of all right title and interest, including copyrights and renewals, in and to the composition component of the Second Compositions.

49. Hines transferred all of his right, title and interest, including copyrights, in and to the Second Compositions to Hammond.

50. Hammond remained the sole owner of all right, title and interest, including copyrights and renewal rights in and to the Second Compositions since that transfer/assignment.

#### Other Masters

51. Tuff City has claimed to be the owner of certain interests in and to the master recordings of performances of the First Compositions and Second Compositions pursuant to prior assignments and agreements between the parties which are referred to above, which claim of ownership has been disputed by Hammond (hereinafter the "New Masters").

52. The parties have agreed to finally resolve such disputed claims in the manner set forth below.

Reversion to Hammond

53. The First and Second Compositions (the "New Compositions")

A. By this Agreement, Tuff City agrees, warrants and represents that 100% of any rights, including any worldwide copyright interests, in and to the First Compositions and Second Compositions (hereinafter collectively referred to as the "New Compositions") that it has therein are hereby transferred and shall revert to Hammond effective as of the date of this agreement. Without limiting the generality of the foregoing, Tuff City agrees and acknowledges that Hammond or his publishing designee(s), including J&H, shall be the sole and exclusive owner of all such rights throughout the world, and shall be entitled to retain for his own benefit any and all monies generated by him or such designee(s) from the exploitation of such rights by Hammond or his designees, and Tuff City shall not make any claim to any such rights or monies, except as specifically provided below and in the Administration Agreement.

B. Notwithstanding the foregoing, Hammond will, and hereby does, grant to Tuff City the exclusive administration rights regarding the New Compositions, as set forth in the annexed "Administration Agreement Regarding the New Compositions and New Masters," annexed hereto and hereby incorporated by reference herein (hereinafter the "Administration Agreement"), subject to Tuff City's duty to account to Hammond in the manner set forth in the Administration Agreement. Tuff City acknowledges that the Administration Agreement permits Hammond to license the New Compositions, Hammond's rights to so license the New Compositions being subject to the certain restrictions detailed therein.

C. Tuff City will, and hereby does, grant Hammond the right to inform BMI and ASCAP that Hammond is the exclusive owner of the New Compositions.

54. The Masters

A. By this Agreement, Tuff City agrees, warrants and represents that any rights, including any worldwide copyright interests, in and to the New Masters that it has therein are hereby transferred and shall revert to Hammond effective as of the date of this agreement. Without limiting the generality of the foregoing, Tuff City agrees and acknowledges that Hammond or his designee(s), shall be the sole and exclusive owner of all such rights throughout the world, and shall be entitled to retain for his own benefit any and all monies generated by him or such designee(s) from the exploitation of such rights by Hammond or his designees, and Tuff City shall not make any claim to any such rights or monies, except as specifically provided below and in the Administration Agreement.



B. Notwithstanding the foregoing, Hammond will, and hereby does, grant to Tuff City the exclusive administration rights regarding the New Masters, as set forth in the Administration Agreement, subject to Tuff City's duty to account to Hammond in the manner set forth in the Administration Agreement. Tuff City acknowledges that the Administration Agreement permits Hammond to license the New Master, Hammond's rights to so license the New Masters being subject to the certain restrictions detailed therein.

55. Tuff City's Obligations to Hammond

A. Settlement of Hammond's past royalty claims:

(i) In settlement of all past claims for royalties or other monies claimed to be due Hammond for any uses licenses or other exploitations prior to the date hereof, (including without limitation, any claims under an agreement dated May 5, 1982 between Hammond, on behalf of Alaga, and Fuchs, an agreement dated March 22, 1988 between Hammond and Frost Belt, and the agreement dated July 24, 1990), Tuff City agrees to pay Hammond the total non-recoupable sum of Eighty Thousand (\$80,000) Dollars, as follows:

- a. The sum of Forty Thousand (\$40,000) Dollars payable upon the execution hereof; and
- b. The sum of Forty Thousand (\$40,000) Dollars payable out of the proceeds paid to Tuff City or its assignees, successors-in-interest, or any person or company on its behalf, of any settlement or as a result of any final, non-appealable judgement, in the action pending in the United States District Court for the Southern District of New York entitled Tufamerica, Inc. v. Roy C. Hammond, Alaga Records, Johnson & Hammond Music, Interscope Records, Inc., Death Row Records, Songs of Universal, Inc., Joshua's Dream Music, Tyrone J. Wryce, Hurt M. Badd Publishing, Roland Corporation, U.S. Maverick Records, Warner Brothers Records and Vanhurst Place Music (Docket No. 99 Civ. 10369) (hereinafter referred to as the "Pending Action"). Such sum shall be paid to Hammond from the "first monies in," and before any proceeds are distributed to Tuff City or its assignees, successors-in-interest, or any person or company on its behalf, or their attorneys.

c. Hammond hereby irrevocably directs that each portion of the Eighty Thousand (\$80,000) Dollar amount payable to Hammond under this paragraph shall be made payable to "Robert S. Meloni, P.C., as attorney for Roy C. Hammond" and remitted to Hammond in care of Robert S. Meloni, Esq., at Rubin, Bailin, Ortoli, Mayer, & Baker LLP, 405 Park Avenue, 15<sup>th</sup> Floor, New York, New York 10022. Such payments shall be deemed payments to Hammond hereunder.

d. The Eighty Thousand (\$80,000) Dollar amount referred to above, to the extent it is paid to Hammond hereunder, shall be deemed to be complete compensation and in full satisfaction to Hammond for any monies which have accrued from any source including without limitations licenses and agreements through December 31, 2000, that Tuff City has made regarding the master and composition "Impeach the President." For the avoidance of doubt, no part of such Eighty Thousand (\$80,000) Dollar amount shall be recoupable from Hammond's share (whether writer's or co-publisher's) of any royalties or other sums payable to Hammond under this Agreement above for any uses or exploitations commencing with the semi-annual accounting period beginning January 1, 2001.

(ii) The proceeds of the Pending Action, if any, shall be paid to Hammond or his designee(s) at the quarterly accounting period following Tuff City's actual receipt of such sums.

B. Tuff City's obligations concerning proceeds of  
Pending Action and future litigation:

(i) With respect to the gross proceeds received by Tuff City or its assignees, successors-in-interest, or any person or company on its behalf, as a result of any settlement or judgement in the Pending Action, such proceeds, after first deducting only Tuff City's actual attorneys fees and litigation costs incurred in connection therewith, shall be paid and distributed in the following percentages:

Tuff City:	Thirty Five (35%) percent
Hammond:	Sixty Five (65%) percent

(ii) Tuff City shall have the sole right to prosecute, defend, settle and compromise all other suits and actions respecting the Compositions and the Masters which are the subject of this Agreement, and generally to do and perform all things necessary concerning the same and the copyright therein to prevent and restrain the infringement of copyrights or other rights with respect to the Compositions and Masters. In the event of the recovery by Tuff City of any monies as a result of a judgment or settlement, such monies shall be divided between Tuff City and Hammond in the percentages set forth below, after first deducting only Tuff City's reasonable attorneys fees and litigation costs incurred in connection therewith:

Tuff City:	Thirty Five (35%) percent
Hammond:	Sixty Five (65%) percent

(iii) Hammond hereby irrevocably directs that the payment of the Thirty Two and One Half (32.5%) percent share of such monies due to Robert Meloni, Esq. referred above shall be made payable to Robert S. Meloni, P.C. and remitted to Meloni c/o Rubin, Bailin, Ortoli, Mayer, & Baker LLP, 405 Park Avenue, 15<sup>th</sup> Floor, New York, New York 10022. Such payments shall be deemed payments to Hammond hereunder.

(iv) Tuff City shall also pay the amounts described below entitled "Tuff City's obligations concerning proceeds of Pending Action and future litigation" in accordance with the terms described therein.

56. Hammond's Obligations to Tuff City:

A. Hammond agrees to provide Tuff City with the original multi-track tapes for all of the songs discussed herein, for a period of two (2) weeks, which will commence one week from the signing of this agreement. All shipping charges will be paid by Tuff City.

B. Hammond agrees to provide Tuff City with the original multi-track tapes for all of the songs discussed herein, for additional periods of two (2) weeks at a time, when so requested by Tuff City. All shipping charges will be paid by Tuff City.

C. Hammond agrees to provide Tuff City with any reasonable assistance it may require in the future for prosecuting claims (other than the payment of attorneys fees, litigation costs or any monies of any kind) related to any of the copyrights or songs discussed herein, provided that Tuff City shall be responsible for any and all costs associated therewith, such as travel, hotel, toll calls, messenger and courier fees. Such assistance shall be limited to providing any testimony in connection with such claims (such by affidavits, depositions or trial testimony), and providing any information or documents in the possession, custody or control of Hammond at the time such request is made.

VI. Ownership And General Accounting Provisions  
For "Impeach The President" And "Roy C.'S Theme":

57. Notwithstanding anything to the contrary contained in any prior agreements between Hammond, Alaga or Tuff City, Tuff City and Hammond agree that Hammond, or his publishing designee, and Tuff City shall each own an undivided fifty (50%) percent ownership interest, including the worldwide copyrights therein and any renewals or extensions thereof, to the compositions entitled "Impeach the President" and "Roy C.'s Theme", subject to the following:

A. Tuff City shall be the exclusive administrator of all such copyrights, subject to the terms and conditions of this Agreement and the Administration Agreement;

B. Tuff City shall maintain and have all exclusive rights under 17 U.S.C. §§ 106-118, inclusive subject to the terms and conditions of this Agreement and the Administration Agreement;

C. Tuff City shall pay and account for any royalties due under this Agreement in accordance with the terms set forth below.

D. Commencing with the quarterly accounting period beginning January 1, 2001, all "Net Income" (as defined below) earned or received by Tuff City or its assignees, successors-in-interest, or any person or company on its behalf, or their designees and assigns, with regard to the compositions "Roy C's Theme" and "Impeach the President," including those collected as a result of all lawsuits commenced after the date hereof, as well as those collected for licenses, with respect to third party usage of the Compositions discussed in this agreement, shall be paid and distributed in the following percentages:

Tuff City:	Fifty (50%) percent
Hammond:	Fifty (50%) percent

E. As used in this paragraph "Net Income" is defined as the gross receipts derived by Tuff City from the exploitation of the compositions "Roy C.'s Theme" and "Impeach the President" including the publisher's share of public performance fees paid by the applicable performing rights society, less the following:

(i) Collection and other fees customarily and actually charged by BMI, The Harry Fox Agency, Inc. or any other third party collection agent which may be used by Tuff City; and

(ii) Reasonable attorney's fees, if any, actually paid by Tuff City for any agreements (other than the within agreement) affecting the Compositions.

F. Small performing rights in the Compositions, to the extent permitted by law, shall be assigned to and licensed by the applicable performing rights society. The parties agree that BMI shall be the designated performing rights society. Said society shall be and hereby is authorized to collect and receive all monies earned from the public performance of "Impeach the President" and "Roy C.'s Theme" and to pay directly to the Designated Collection Agent one hundred (100%) percent of such sums as are allocated by said society as the publisher's share of public performance fees. The Designated Collection Agent shall distribute such monies in accordance with the terms of this agreement.

G. Tuff City acknowledges that Hammond shall collect 100% of the writer's share of public performance fees arising in connection with the compositions "Impeach the President" and "Roy C.'s Theme" directly from BMI, and Tuff City agrees that it shall have no interest in such monies.

58. **"Impeach the President" and "Roy C.'s Theme" Masters:**  
**Ownership, Royalty Participation and General Accounting**

A. Notwithstanding anything to the contrary contained in any prior agreements between Hammond, Alaga or Tuff City, Tuff City and Alaga agree that Alaga, or its designee, and Tuff City shall each own an undivided fifty percent (50%) ownership interest, including the worldwide copyrights therein and any renewals or extensions thereof, to the sound recordings (masters) entitled "Impeach the President" and "Roy C.'s Theme", subject to the following:

(i) Tuff City shall be the exclusive administrator of all copyrights and other proprietary rights therein, subject to the terms and conditions of this Agreement and the Administration Agreement;

(ii) Tuff City shall maintain and have all exclusive rights under 17 U.S.C. §§ 106-118, inclusive; and

(iii) Tuff City shall pay and account for any royalties due under this Agreement and the Administration Agreement in accordance with the terms and conditions set forth herein and therein.

B. **Licensing of masters:** Commencing with the semi-annual accounting period beginning January 1, 2001, all monies earned or received by Tuff City, or its designees and assigns, with regard to any licenses for the use of the masters which are the subject of this agreement, including those collected as a result of all lawsuits which are commenced after the date hereof with respect to third party usage of the masters discussed in this agreement, shall be paid and distributed in the following percentages:

Tuff City:	Fifty (50%) percent
Hammond:	Fifty (50%) percent

C. **New or old productions of masters:** Commencing with the semi-annual accounting period beginning January 1, 2001, all "Net Profits" earned and received by Tuff City or its licensees, with regard to any productions made by Tuff City of sound carriers derived from any of the masters which are the subject of this agreement, and which are distributed by Tuff City or its licensees and distributors, shall be paid and distributed in the following percentages:

Tuff City:	Fifty (50%) percent
Hammond:	Fifty (50%) percent

D. As used in this paragraph, the term "Net Profits" means Gross Income less the following deductions:

- (i) the actual out-of-pocket costs and expenses paid and/or incurred by Tuff City in connection with the manufacture, freight, mailing, packaging and shipping, and distribution of audio recordings, with no deduction for overhead or administrative costs;
- (ii) all costs and expenses paid and/or incurred for equipment rentals, artwork, insurance, sales commissions, taxes, legal and accounting fees, it being understood that no payment made to an affiliate of Tuff City, or any entity controlled by or in common control with Tuff City shall be a deduction permissible hereunder;
- (iii) all licensing fees paid to third parties, it being understood that no payment made to an affiliate of Tuff City, or any entity controlled by or in common control with Tuff City shall be a deduction permissible hereunder; and
- (iv) all refunds and/or credits actually paid for return of unsold or defective merchandise.

59. Copyright assignment and formalities. With respect to any of the composition or master components of "Impeach the President" and Roy C.'s Theme," which heretofore have been registered for copyright by Tuff City, Tuff City agrees to promptly execute and provide Hammond with documents confirming Hammond's fifty (50%) percent ownership interest therein, in a form sufficient to file with the Register of Copyrights. If Tuff City shall fail to provide such executed documents, Tuff City hereby authorizes Hammond to execute said documents on Tuff City's behalf. To the extent such copyright interests have not registered, Hammond shall have the right to register them or register amended copyright registrations therefore as equal co-owner with Tuff City.

60. Designated Collection Agent. Notwithstanding Tuff City's exclusive right to administer the New Compositions and New Masters pursuant to the Administration Agreement, and their exclusive right to administer the compositions and masters for "Impeach the President" and "Roy C.'s Theme", Tuff City and Hammond agree to mutually designate and appoint an unaffiliated third party collection agent (the "Designated Collection Agent") who shall be solely and exclusively responsible for collecting and distributing any and all income derived from such masters and compositions, on behalf of the parties, and distributing same in accordance with the terms and conditions of this Agreement. Such agent may receive a fee for such services, but such fee shall be deducted only from Hammond's share of monies collected by such Designated Collection Agent. Any monies so collected shall be held in trust for the benefit of the parties entitled to receive such revenues. This paragraph shall not apply to any previously existing license.

**VII. Hammond's Future Obligations:**

61. Hammond agrees to cooperate and provide to Tuff City any reasonable assistance necessary to enforce the copyright interests in the master and composition transferred herein, including, but not limited to, "Impeach the President," for which Tuff City shall be the exclusive administrator, provided that Tuff City shall be responsible for any and all costs associated therewith, such as travel, hotel, toll calls, messenger and courier fees. This assistance shall include, but not be limited to:
- A. properly executing any documents that may be provided to Hammond at the time of signing this agreement,
  - B. truthfully testifying in all legal proceedings, and
  - C. providing Tuff City with any and all documentation in Hammond's possession, custody or control which will help prove that Hammond, Alaga, and J&H appropriately transferred all of the properties specified herein.

**VIII. Term and Territory**

62. The term of this Agreement shall be in perpetuity.
63. The territory for this Agreement is worldwide.



**IX. This Agreement Supersedes All Prior Agreements Relating to The Subject Matter Hereof:**

64. To the extent that any of the terms in this agreement are explicitly contradicted by any of the terms in any of the prior agreements between these parties, the term(s) of this agreement shall be deemed controlling. To the extent that any of the terms, parties, properties or monies in any of the prior agreements are either ambiguous or explicitly contradicted by this agreement, the provisions in this agreement shall be deemed controlling.

**X. Notices, Governing Law And Personal Jurisdiction:**

65. Tuff City shall not be entitled to recover damages by reason of any breach by Alaga, Hammond and/or J&H of their obligations hereunder, unless Alaga, Hammond and/or J&H, as the case may be, have failed to remedy such breach within a reasonable time following receipt of Tuff City's notice thereof. In no event shall "reasonable time" be construed as less than thirty (30) days after the receipt of notice.
66. Alaga, Hammond and/or J&H shall not be entitled to recover damages by reason of any breach by Tuff City of its obligations hereunder, unless Tuff City has failed to remedy such breach within a reasonable time following receipt of notice thereof. In no event shall a "reasonable time" be construed as less than thirty (30) days and no more than sixty (60) days after the receipt of notice. Except as provided below with respect to the payment of the proceeds of the Pending Litigation, any breach of Tuff City's obligations to pay monies to Hammond hereunder, shall be deemed a material breach of this Agreement if not cured by Tuff City within thirty (30) days after the receipt of notice of default.
67. All notices hereunder shall be in writing and shall be deemed properly delivered when either mailed by certified mail, or sent via Federal Express Overnight Delivery, delivered by or to the parties at the addresses which appear in this Agreement. All notices sent by Alaga, Hammond and/or J&H must also be sent, under the same manner specified herein, to Oren J. Warshavsky, Esq., c/o Cobrin & Gines, 750 Lexington Avenue, New York, New York 10022, in order to be effective. All notices sent by Tuff City must also be sent, under the same manner specified herein, to Robert S. Meloni, Esq., c/o Rubin, Bailin, Ortoli, Mayer & Baker LLP, at 405 Park Avenue, New York, New York 10022, in order to be effective.
68. All parties agree to accept any process by any means specified in the notice provisions of this Agreement. The parties further agree that in any action or proceeding commenced hereunder, the parties consent to subject matter jurisdiction, personal jurisdiction and venue within the state of New York.

69. This agreement shall be deemed as wholly performed within the state of New York.
70. Any disputes of this agreement shall be resolved solely within the Courts within the state of New York.
71. This Agreement shall be interpreted under New York state contract law.
72. This Agreement shall be deemed fully executed when four (4) original signed copies hereof, including the initialing on each page, and two (2) original signed copies of Hammond's declaration, are provided to Tuff City.

**XI. Mutual Releases**

73. Except for claims to enforce the terms of this Settlement Agreement (with respect to all parties hereto), Hammond hereby releases and discharges Tuff City, Frost Belt and Fuchs, and each of them, and their respective licensees, affiliates, successors, assigns, attorneys, directors, officers, agents, representatives and employees, both past and present (the "Released Parties"), from any and all claims of any kind that Hammond may now or hereafter have against any or all of the Released Parties, or any of them, with regard to any and all allegations and claims, known or unknown, contingent or vested, relating to any of the Compositions and/or the Masters which are the subject of this agreement or relating to or arising out of the allegations in the Pending Action.
74. Except for claims to enforce the terms of this Settlement Agreement (with respect to all parties hereto), the Released Parties, and each of them, hereby release and discharge Hammond and his licensees, affiliates, successors, assigns, attorneys, directors, officers, agents, representatives and employees, both past and present (the "Hammond Releases"), from any and all claims of any kind that the Released Parties, and each of them, may now or hereafter have against the Hammond Releases with regard to any and all allegations and claims, known or unknown, contingent or vested, relating to any of the Compositions and/or the Masters which are the subject of this agreement or relating to or arising out of the allegations in the Pending Action.

**XII. Dismissal of Action Against Hammond, Alaga and J&H**

75. Subsequent to execution of this Settlement Agreement, counsel of record for the Hammond, Alaga and J&H and for Tuff City shall execute and deliver to Meloni copies of the "Stipulation & Order of Dismissal with Prejudice Pursuant to F.R.C.P. 41(a)(2) and 41(c)", in the form annexed hereto. Upon delivery of a fully executed copy of this Settlement Agreement, as well as other required materials, Meloni may file the Stipulation & Order with the Court.

**XIII. Assignment**

76. Tuff City may assign this Agreement or its rights or obligations hereunder to any party provided that Tuff City notifies Hammond and the assignee agrees in writing to remain bound by the terms hereof, or Tuff City remains primarily liable to Hammond for any of its obligations hereunder. Any such purported assignment contrary to the foregoing provisions shall be null and void. Notwithstanding anything to the contrary contained herein, Tuff City shall not sell, transfer, assign or otherwise dispose of or encumber its respective interests under this Agreement or any rights it may have in and to the compositions and/or the masters entitled "Roy C.'s Theme" and "Impeach the President," including the copyrights therein, without first offering to Hammond the right to buy or acquire such interest at the same bona fide price and pursuant to the same bona fide terms as may be offered to Tuff City by any responsible and unrelated third party, which term, may, however, only provide for payment of cash in lump sum or installments. Tuff City shall give Hammond written notice of any such bona fide and acceptable offer. The notice shall set forth the name of the prospective purchaser, the price, and all other terms of such offer. Hammond shall have thirty (30) days after receipt of such notice in which to notify Tuff City whether or not he desires to acquire such interest all the terms set forth in the notice. If Hammond fails to give Tuff City written notice within the thirty (30) day period that he is exercising his option to buy or acquire such interest, Tuff City shall have the right to accept bona fide offer by the prospective purchaser, but only as set forth in Tuff City's notice to Hammond, provided, however, that if Tuff City does not accept such bona fide offer from such prospective purchaser within thirty (30) day period, the procedure set forth in this paragraph shall again be followed by Tuff City before Tuff City may dispose of such interest in the copyright of such composition(s) or master(s).

77. J&H, Alaga or Hammond, or any of them, (collectively, "Hammond"), shall not sell, transfer, assign or otherwise dispose of or encumber their respective interests under this Agreement or any rights they may have in and to the compositions and/or the masters which are the subject of this Agreement, including the copyrights therein, without first offering to Tuff City the right to buy or acquire such interest at the same bona fide price and pursuant to the same bona fide terms as may be offered to Hammond by any responsible and unrelated third party, which term, may, however, only provide for payment of cash in lump sum or installments. Hammond shall give Tuff City written notice of any such bona fide and acceptable offer. The notice shall set forth the name of the prospective purchaser, the price, and all other terms of such offer. Tuff City shall have thirty (30) days after receipt of such notice in which to notify Hammond whether or not it desires to acquire such interest all the terms set forth in the notice. If Tuff City fails to give Hammond written notice within the thirty (30) day period that it is exercising its option to buy or acquire such interest, Hammond shall have the right to accept bona fide offer by the prospective purchaser, but only as set forth in Hammond's notice to Tuff City, provided, however, that if Hammond does not accept such bona fide offer from such prospective purchaser within thirty (30) day period, the procedure set forth in this paragraph shall again be followed by Hammond before Hammond may dispose of such interest in the copyrights of such composition(s) or master(s). The foregoing restriction as to assignment shall not apply to Hammond's right to receive royalties under this Agreement. For the avoidance of doubt, J&H, Alaga or Hammond, respectively, may assign their respective rights to receive royalties payable to them hereunder.

XIV. Miscellaneous

78. If any party commences any action or proceeding against another party to enforce this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party(ies) reasonable attorney's fees, costs and expenses incurred by such prevailing party in connection with such action or proceeding and in connection with enforcing any judgment or order thereby obtained.
79. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

80. This writing sets forth the entire understanding between the parties with respect to the subject matter hereof, and no modification, amendment, waiver, termination or discharge of this agreement shall be binding upon any party unless confirmed by a written instrument signed by an authorized officer or representative of any such party. Notwithstanding the foregoing, the prior agreements annexed hereto may be used to interpret any portion of this agreement.
81. The headings of this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
82. If any provision, or portion thereof, of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.
83. If any provision, or portion thereof, of this Agreement conflicts with any other provision, or portion thereof, the provision that appears to comply with the spirit of this agreement shall govern.
84. Each party hereto warrants and represents that he or it has all necessary right, title, and authority to enter into this Agreement, to grant the rights and interests herein granted, and to perform all of his, her or its obligations under this Agreement. Hammond, Alaga and J&H warrant and represent that the exercise by Tuff City of any and all rights granted to Tuff City in this Agreement shall not violate or infringe upon any common law or statutory rights of any person, firm or corporation, including without limitation, contractual rights, copyrights and rights of privacy. The rights granted herein are free and clear of any claim, demands, liens or encumbrances.
85. Hammond, Alaga and J&H agree to and do hereby indemnify, save and hold Tuff City harmless of and from any and all loss and damage (including reasonable attorneys' fees) arising out of any breach by Hammond, Alaga or J&H of the terms and conditions of this Agreement or connected with any claim by any one or more third parties which is inconsistent with any of the warranties or representations made by either of them herein, and agree to reimburse Tuff City on demand for any payment made by it at any time after the date hereof with respect to any liability or claim to which the foregoing indemnity applies which has been reduced to a final, non-appealable judgement or settlement with the consent of the indemnifying party or parties. Pending the determination of any claim involving such alleged breach or failure, Tuff City may withhold sums due Hammond, Alaga and J&H hereunder in an amount consistent with such claim. Tuff City shall give Hammond, Alaga and J&H notice of any claim to which the foregoing indemnity applies and Hammond, Alaga and J&H shall each have the right to participate in the defense of any claim with counsel of their own choice and at their own expense.

86. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns of substantially all the assets, rights and/or obligations of the party.
87. No provision of this Agreement may be waived, altered, or modified except by written agreement signed by the parties.
88. Nothing in this agreement shall make Hammond, Alaga or J&H an agent of Tuff City. Any right, title or interest that is not specifically granted hereunder shall not be deemed to be transferred hereby.
89. Nothing contained herein shall constitute a partnership or joint venture between the parties hereto.
90. Prior to any payments hereunder, each and every page of this agreement must be initialed by Hammond, on behalf of himself, J&H and Alaga.
91. The parties hereto shall execute any further documents including, without limitation, assignment of copyrights, and do all acts necessary to fully effectuate the terms and provisions of this Agreement.
92. The parties agree that they understand all of the terms in this agreement, that all terms and conditions of this agreement are provident and reasonable when made. Each party acknowledges that it has been represented by independent legal counsel of its own choice for the purpose of proceeding with and executing this agreement, and that it has entered into this agreement with advice of such independent legal counsel. Each party further acknowledges that both it and its counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter and terms of this agreement prior to the execution hereof. In light of the foregoing and the length of the several month debate of the terms herein, no ambiguous provision herein shall be construed against the drafter(s) hereof.
93. The parties acknowledge that in entering into this agreement, each has specifically relied upon the truth and accuracy of the representations and warranties contained herein, and that the truth and accuracy of such representations comprise a material portion of the consideration received by each party for the releases and commitments made herein.
94. Each of the parties hereto agrees that this agreement is being freely and voluntarily given by each without duress or coercion, after each party has had an opportunity to consult with legal counsel of its choice.

XV. Integration

95. This agreement is intended by the parties hereto as a final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof and supersedes any and all prior and contemporaneous agreements and understandings relating thereto whether written or oral. Notwithstanding the foregoing, the prior agreements discussed herein may be used for clarification of the intent of the parties, if necessary. This agreement may not be changed or modified, or any covenant or provision hereof waived, except by an agreement in writing signed by the parties hereto.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this 7<sup>th</sup> March day of February, 2001.

Aaron Fuchs

Aaron Fuchs, in his individual capacity  
and on behalf of TufAmerica, Inc. and  
Frost Belt International

March 15  
Dated: February 7, 2001

Robert S. Meloni

Robert S. Meloni, Esq.  
Attorney and Agent for  
Hammond, Alaga and J&H

March 7  
Dated: February 7, 2001

Roy C. Hammond

Roy C. Hammond  
in his individual capacity  
and as President and Sole Owner  
of Alaga Records and Johnson and  
Hammond Publishing

March 7  
Dated: February 7, 2001

Oren J. Warshavsky

Oren J. Warshavsky, Esq.  
Attorney for Tuff City

March 15  
February 7, 2001



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EXHIBIT · D

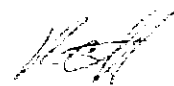
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**SETTLEMENT AGREEMENT BY AND BETWEEN  
ROY C. HAMMOND, AS AN INDIVIDUAL  
AND AS PRESIDENT OF ALAGA RECORDS,  
ON THE ONE HAND, AND TUFAMERICA, INC.,  
d/b/a TUFF CITY RECORDS, ON THE OTHER.**

This agreement effective as of January 1, 2001 is between TufAmerica, Inc. located at 200 West 72nd Street, Suite 56, New York, NY 10023 ("Tuff City"), on the one hand and Roy C. Hammond ("Hammond") and Alaga Records ("Alaga"), both located at 103 Water Street Allendale, SC 29810 on the other.

The parties agree to the following:

1. The Parties
1. Hammond is an individual who resides at 103 Water Street, Allendale, South Carolina 29810.
2. Alaga is a company that has a sole place of business at 103 Water Street, Allendale, South Carolina, 29810.
3. Hammond is the founder of Alaga. Attached hereto as Exhibit A is a true and accurate copy of a 1970 Article published in Blues & Soul International Music Review. That article explains that Hammond founded Alaga in 1970.
4. Hammond is the sole owner and sole shareholder of Alaga. Hammond has been the sole owner and sole shareholder of Alaga since Alaga's inception in 1970.
5. Hammond is the sole officer of Alaga. Hammond has been the sole officer of Alaga since Alaga's inception in 1970.
6. Hammond is the sole director of Alaga. Hammond has been the sole director of Alaga since Alaga's inception in 1970.
7. Hammond certifies that he is the only individual at Alaga that ever had the authority or capacity to assign, license or otherwise transfer any rights in and to the master of the song titled "Impach the President."



8. From Alaga's inception in 1970 through the present, Hammond has maintained exclusive authority to consider or authorize transactions, make decisions, assign assets or responsibilities, handle the business affairs of, or otherwise act on behalf of Alaga. No other individual or entity has ever had authority to consider or authorize transactions, make decisions, assign assets or responsibilities, handle the business affairs of, or otherwise act on behalf of Alaga.
9. Hammond is the sole owner, officer and director of the entity known alternatively as "Johnson and Hammond Music" and "Johnson and Hamanond Publishing," (hereinafter "J&H") which has been registered with BMI.
10. "J&H" is simply a "d/b/a" or "doing business as" or "fictitious name" for Hammond. As the BMI directory demonstrates, "J&H," which has been assigned publisher registration number 15432614 for BMI, has the following address and contact information:

ROY C. HAMMOND D/B/A  
JOHNSON AND HAMMOND MUSIC  
103 WATER STREET  
ALLENDALE, SC 29810

11. To the extent that J&H acted as an administrator for any compositions written in part, or in whole, by Hammond, it did not do so as an owner of those compositions. Rather, Hammond, in his individual capacity, remained sole owner of the compositions.
12. Hammond certifies that J&H, if ever treated or construed as a separate entity from Hammond, did not have an ownership interest in any of the properties discussed herein.
13. Tuff City is a corporation organized and existing under the laws of the state of New York.
14. Aaron Fuchs ("Fuchs") is an individual director of Tuff City. At all times relevant, and for all matters relevant herein, Fuchs' interest is identical to Tuff City's interest. For all purposes herein Fuchs' assigned all such interests to Tuff City.
15. Frost Belt International ("Frost Belt") was a company located in New York City. At all times relevant, and for all matters relevant herein, Frost Belt's interest is identical to Tuff City's interest. For all purposes herein Frost Belt assigned all such interests to Tuff City. For all purposes herein Tuff City is the sole successor in interest to Tuff City.

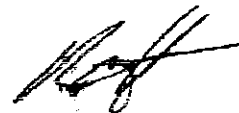


11. Creation of The Song "Impeach the President"

12. In 1973 Hammond wrote the song called "Impeach the President." Hammond is the sole writer and/or author of the song "Impeach the President." Upon its creation, Hammond was the sole owner of the composition "Impeach the President," including without limitation, all copyrights thereto.
13. In 1973, Alaga released a Single of the song called "Impeach the President."
14. The musical group that performed the song "Impeach the President" was called The Honey Drippers, which was a musical group assembled and directed by Hammond.
15. Upon creation of the sound recording, Alaga owned the sound recording, or the master component, of the song "Impeach the President." This includes all copyrights therein and/or thereto.
16. The sound recording for "Impeach the President" was released with copyright notice consisting of a "P" (in a circle) with the name ALAGA, and the year of first publication, 1973.
17. The notice provided on all copies and/or phonorecords of "Impeach the President" which were produced or distributed within Alaga's control, and/or of which Alaga had knowledge, had the following notice:

(P) ALAGA 1973

18. Upon creation of the song, and subject only to the transactions detailed herein, Alaga was the one and only author, as that term is construed by the Copyright Act, of the sound recording of "Impeach the President."
19. Except for the instances detailed herein, Alaga never licensed, leased, assigned, or otherwise disposed of or transferred ownership of the sound recording of "Impeach the President," or any portion thereof, other than as set forth on Schedule A annexed hereto.
20. Upon creation, and subject only to the transactions detailed herein, Hammond was the exclusive writer, and the one and only person that had any input into the creation of the composition component of the song "Impeach the President."
21. Upon creation, and subject only to the transactions detailed herein, Hammond was the one and only person or entity who was an author, as that term is construed by the Copyright Act, of the composition "Impeach the President."



Initialed below by Roy C. Hammond  
a/b/o himself, Alaga and J&H

III. Previous Transfer of Rights Between The Parties

26. Hammond certifies that neither he nor Alaga have transferred any rights, title or interest in and to the copyrights in and/or to "Impeach the President" to any party other than Fuchs, Frost Belt and/or Tuff City.
27. Hammond certifies that, as the author of the composition component of the song "Impeach the President," he never transferred any rights, title or interest in and to the copyrights in and/or to the composition component of the song "Impeach the President" to any party other than Fuchs, Frost Belt and/or Tuff City.
28. On behalf of Alaga, Hammond certifies that, as the author of the master component of the song "Impeach the President," Alaga never transferred any rights, title or interest in and to the copyrights in and/or to the master component of the song "Impeach the President" to any party other than Fuchs, Frost Belt and/or Tuff City.

The Sound Recording Purchase

29. On May 5, 1982, Hammond, on behalf of himself and Alaga, on the one hand, and Fuchs, on the other, entered into an agreement, whereby Hammond, on behalf of himself and Alaga, transferred all rights including copyrights and renewal rights in and to the master component of "Impeach the President" to Fuchs. A copy of this agreement is attached hereto as Exhibit B.
30. By the May 5, 1982 agreement, Hammond, on behalf of himself and Alaga, also granted Fuchs the right to use the trade name "ALAGA."
31. Prior to the May 5, 1982 agreement, Hammond and Alaga exclusively owned all rights, title and interest including copyrights, and renewal of copyrights in and to the master component of "Impeach the President."
32. Prior to the May 5, 1982 agreement, no other parties owned any rights, title or interest, including copyrights and/or renewal rights, in and to the master component of "Impeach the President."
33. Prior to the May 5, 1982 agreement, neither Hammond, Alaga nor any agents therefore, transferred any of the rights, title or interest, including copyrights and renewal rights, in and or to the master component of "Impeach the President."



34. Hammond, Alaga and Fuchs all understood that the May 5, 1982 transferred all rights, title and interest, including copyrights and renewal rights, in and to the master component of "Impeach the President," from Alaga to Fuchs. To the extent that the May 5, 1982 agreement can be interpreted otherwise, the parties intend for this agreement to supersede the May 5, 1982 agreement. Tuff City, Fuchs, Hammond and Alaga all agree that the copyrights, and renewal rights, to the master component of "Impeach the President" was irrevocably transferred and assigned to Fuchs on May 5, 1982.

#### The Composition Component Purchase

35. On July 24, 1990, Hammond and Tuff City entered into an agreement, which amended an agreement dated March 22, 1988 between Hammond and Tuff City. These are attached hereto as exhibits C and D.
36. The parties agree that the purpose and effect of these agreements was the transfer of, *inter alia*, all right title and interest, including without limitation copyrights, in and to the composition component of the song "Impeach the President."
37. Prior to these agreements, neither Alaga, Hammond, nor any agent of these parties, transferred any ownership interest in, and did not grant any exclusive licenses to third parties for "Impeach The President."
38. Hammond, Alaga and J&H have claimed that neither Fuchs, Frost Belt nor Tuff City, nor anyone on their behalf, have paid or accounted the monies that were payable to Hammond these agreements, which claim has been denied by Fuchs, Frost Belt and Tuff City.

#### IV. Copyright Registration

39. On November 25, 1991, Tuff City secured copyright registration SR-136-339, which covers both the master and musical composition components of the song "Impeach the President." Alaga, Hammond and J&H all agree that Tuff City properly registered this copyright, and that the information contained therein is correct. Alaga, Hammond and J&H all agree that Tuff City has always had the right to bring any claims on or related to this copyright, as the exclusive owner of all rights under 17 U.S.C. §§ 106-118.



V. Settlement of Grievances & New Agreement Including Ownership of Copyrights

40. Prior to the date hereof, Tuff City and Hammond disagreed over the amounts owed Hammond under the agreements referred to above.
41. Prior to the date hereof, Tuff City has alleged that Hammond was asked but had refused to aid Tuff City in its collection of royalties, assertions of legal and/or equitable claims, and the like, from third parties for said third party usage of any of the compositions or masters, discussed herein. This includes, without limitation, the civil action entitled *Tuff 'n' Rumble v. Profile*, 95 Civ. 0246 (S.D.N.Y.).
42. Prior to the date hereof, and as a result of the aforementioned alleged conduct by Hammond, Tuff City has claimed that it held payments due Hammond in escrow.
43. Prior to the date hereof, Hammond has claimed that Tuff City, Fuchs and Frost Belt have not paid and accounted to Hammond for monies he believed due.
44. This agreement acts as a settlement agreement for all disputes between Tuff City on the one hand, and Hammond, on the other, for all actions, uses, licenses, payments, or failure to pay, that occurred prior to the date hereof in connection with the various agreements, compositions and masters discussed herein. Therefore, in settlement of all claims, the parties agree to the terms set forth herein.

Other Compositions

45. Hammond is the sole author, and sole creator, of each of the following songs (hereinafter "The First Compositions"):
- a. I Caught Her in the Act;
  - b. We're On The Road To Hell;
  - c. Since God Made A Woman;
  - d. Merry Go Round; and
  - e. I Thought I Had Everything
46. Hammond has remained the sole owner of all right, title and interest, including copyrights and renewal rights in and to The First Compositions since they were created.



47. Hammond was an author and creator of each of the following songs (hereinafter "The Second Compositions"):

- a. In Divorce Court;
- b. I Don't Want to Worry;
- c. Song Of Peace;
- d. To Make You Feel Like a Woman;
- e. You and I;
- f. Right or Wrong;
- g. After The Disco Is Over;
- h. A Merry Black Christmas;
- i. Lonely Was I; and
- j. I Caught You In The Act (Neighborhood Scandal)

48. The Second Compositions were written by Hammond and J. Hines ("Hines"). Upon creation, Hammond and Hines each owned (50%) of all right title and interest, including copyrights and renewals, in and to the composition component of the Second Compositions.

49. Hines transferred all of his right, title and interest, including copyrights, in and to the Second Compositions to Hammond.

50. Hammond remained the sole owner of all right, title and interest, including copyrights and renewal rights in and to the Second Compositions since that transfer/assignment.

Other Masters

51. Tuff City has claimed to be the owner of certain interests in and to the master recordings of performances of the First Compositions and Second Compositions pursuant to prior assignments and agreements between the parties which are referred to above, which claim of ownership has been disputed by Hammond (hereinafter the "New Masters").

52. The parties have agreed to finally resolve such disputed claims in the manner set forth below.



### Reversion to Hammond

#### 53. The First and Second Compositions (the "New Compositions")

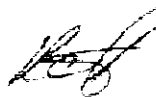
A. By this Agreement, Tuff City agrees, warrants and represents that 100% of any rights, including any worldwide copyright interests, in and to the First Compositions and Second Compositions (hereinafter collectively referred to as the "New Compositions") that it has therein are hereby transferred and shall revert to Hammond effective as of the date of this agreement. Without limiting the generality of the foregoing, Tuff City agrees and acknowledges that Hammond or his publishing designee(s), including J&H, shall be the sole and exclusive owner of all such rights throughout the world, and shall be entitled to retain for his own benefit any and all monies generated by him or such designee(s) from the exploitation of such rights by Hammond or his designees, and Tuff City shall not make any claim to any such rights or monies, except as specifically provided below and in the Administration Agreement.

B. Notwithstanding the foregoing, Hammond will, and hereby does, grant to Tuff City the exclusive administration rights regarding the New Compositions, as set forth in the annexed "Administration Agreement Regarding the New Compositions and New Masters," annexed hereto and hereby incorporated by reference herein (hereinafter the "Administration Agreement"), subject to Tuff City's duty to account to Hammond in the manner set forth in the Administration Agreement. Tuff City acknowledges that the Administration Agreement permits Hammond to license the New Compositions, Hammond's rights to so license the New Compositions being subject to the certain restrictions detailed therein.

C. Tuff City will, and hereby does, grant Hammond the right to inform BMI and ASCAP that Hammond is the exclusive owner of the New Compositions.

#### 54. The Masters

A. By this Agreement, Tuff City agrees, warrants and represents that any rights, including any worldwide copyright interests, in and to the New Masters that it has therein are hereby transferred and shall revert to Hammond effective as of the date of this agreement. Without limiting the generality of the foregoing, Tuff City agrees and acknowledges that Hammond or his designee(s), shall be the sole and exclusive owner of all such rights throughout the world, and shall be entitled to retain for his own benefit any and all monies generated by him or such designee(s) from the exploitation of such rights by Hammond or his designees, and Tuff City shall not make any claim to any such rights or monies, except as specifically provided below and in the Administration Agreement.



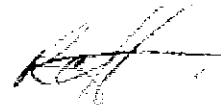
B. Notwithstanding the foregoing, Hammond will, and hereby does, grant to Tuff City the exclusive administration rights regarding the New Masters, as set forth in the Administration Agreement, subject to Tuff City's duty to account to Hammond in the manner set forth in the Administration Agreement. Tuff City acknowledges that the Administration Agreement permits Hammond to license the New Master, Hammond's rights to so license the New Masters being subject to the certain restrictions detailed therein.

83. Tuff City's Obligations to Hammond

a. Settlement of Hammond's past royalty claims:

(i) In settlement of all past claims for royalties or other monies claimed to be due Hammond for any uses licenses or other exploitations prior to the date hereof, (including without limitation, any claims under an agreement dated May 7, 1987 between Hammond, on behalf of Alaga, and Fuchs, an agreement dated March 22, 1988 between Hammond and Frost Belt, and the agreement dated July 24, 1990), Tuff City agrees to pay Hammond the total non-recoupable sum of Eighty Thousand (\$80,000) Dollars, as follows:

- a. The sum of Forty Thousand (\$40,000) Dollars payable upon the execution hereof, and
- b. The sum of Forty Thousand (\$40,000) Dollars payable out of the proceeds paid to Tuff City or its assignees, successors-in-interest, or any person or company on its behalf, of any settlement or as a result of any final, non-appealable judgement, in the action pending in the United States District Court for the Southern District of New York entitled Tufamerica, Inc. v. Roy C. Hammond, Alaga Records, Johnson & Hammond Music, Interscope Records, Inc., Death Row Records, Songs of Universal, Inc., Joshua's Dream Music, Tyrone J. Wryce, Huri M. Badd Publishing, Roland Corporation, U.S. Maverick Records, Warner Brothers Records and Vanhurst Place Music (Docket No. 99 Civ 10369) (hereinafter referred to as the "Pending Action"). Such sum shall be paid to Hammond from the "first monies in," and before any proceeds are distributed to Tuff City or its assignees, successors-in-interest, or any person or company on its behalf, or their attorneys.



c. Hammond hereby irrevocably directs that each portion of the Eighty Thousand (\$80,000) Dollar amount payable to Hammond under this paragraph shall be made payable to "Robert S. Meloni, P.C., as attorney for Roy C. Hammond" and remitted to Hammond in care of Robert S. Meloni, Esq., at Rubin, Bailin, Ortoli, Mayer, & Baker LLP, 405 Park Avenue, 15<sup>th</sup> Floor, New York, New York 10022. Such payments shall be deemed payments to Hammond hereunder.

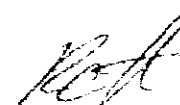
d. The Eighty Thousand (\$80,000) Dollar amount referred to above, to the extent it is paid to Hammond hereunder, shall be deemed to be complete compensation and in full satisfaction to Hammond for any monies which have accrued from any source including without limitations licenses and agreements through December 31, 2000, that Tuff City has made regarding the master and composition "Impeach the President." For the avoidance of doubt, no part of such Eighty Thousand (\$80,000) Dollar amount shall be recoupable from Hammond's share (whether writer's or co-publisher's) of any royalties or other sums payable to Hammond under this Agreement above for any uses or exploitations commencing with the semi-annual accounting period beginning January 1, 2001.

(ii) The proceeds of the Pending Action, if any, shall be paid to Hammond or his designee(s) at the quarterly accounting period following Tuff City's actual receipt of such sums.

B. Tuff City's obligations concerning proceeds of  
Pending Action and future litigation

(i) With respect to the gross proceeds received by Tuff City or its assignees, successors-in-interest, or any person or company on its behalf, as a result of any settlement or judgement in the Pending Action, such proceeds, after first deducting only Tuff City's actual attorneys fees and litigation costs incurred in connection therewith, shall be paid and distributed in the following percentages:

Tuff City:	Thirty Five (35%) percent
Hammond:	Sixty Five (65%) percent



(ii) Tuff City shall have the sole right to prosecute, defend, settle and compromise all other suits and actions respecting the Compositions and the Masters which are the subject of this Agreement, and generally to do and perform all things necessary concerning the same and the copyright therein to prevent and restrain the infringement of copyrights or other rights with respect to the Compositions and Masters. In the event of the recovery by Tuff City of any monies as a result of a judgment or settlement, such monies shall be divided between Tuff City and Hammond in the percentages set forth below, after first deducting only Tuff City's reasonable attorneys fees and litigation costs incurred in connection therewith:

Tuff City:	Thirty Five (35%) percent
Hammond:	Sixty Five (65%) percent

(iii) Hammond hereby irrevocably directs that the payment of the Thirty Two and One Half (32.5%) percent share of such monies due to Robert Meloni, Esq. referred above shall be made payable to Robert S. Meloni, P.C. and remitted to Meloni c/o Rubin, Bailin, Grnoli, Mayer, & Baker LLP, 405 Park Avenue, 15<sup>th</sup> Floor, New York, New York 10022. Such payments shall be deemed payments to Hammond hereunder

(iv) Tuff City shall also pay the amounts described below entitled "Tuff City's obligations concerning proceeds of Pending Action and future litigation" in accordance with the terms described therein.

56. **Hammond's Obligations to Tuff City:**

A. Hammond agrees to provide Tuff City with the original multi-track tapes for all of the songs discussed herein, for a period of two (2) weeks, which will commence one week from the signing of this agreement. All shipping charges will be paid by Tuff City.

B. Hammond agrees to provide Tuff City with the original multi-track tapes for all of the songs discussed herein, for additional periods of two (2) weeks at a time, when so requested by Tuff City. All shipping charges will be paid by Tuff City.

C. Hammond agrees to provide Tuff City with any reasonable assistance it may require in the future for prosecuting claims (other than the payment of attorneys fees, litigation costs or any monies of any kind) related to any of the copyrights or songs discussed herein, provided that Tuff City shall be responsible for any and all costs associated therewith, such as travel, hotel, toll calls, messenger and courier fees. Such assistance shall be limited to providing any testimony in connection with such claims (such by affidavits, depositions or trial testimony), and providing any information or documents in the possession, custody or control of Hammond at the time such request is made.

VL. **Ownership And General Accounting Provisions**  
**For "Impeach The President" And "Roy C.'s Theme"**

57. Notwithstanding anything to the contrary contained in any prior agreements between Hammond, Alaga or Tuff City, Tuff City and Hammond agree that Hammond, or his publishing designee, and Tuff City shall each own an undivided fifty (50%) percent ownership interest, including the worldwide copyrights therein and any renewals or extensions thereof, to the compositions entitled "Impeach the President" and "Roy C.'s Theme", subject to the following:

A. Tuff City shall be the exclusive administrator of all such copyrights, subject to the terms and conditions of this Agreement and the Administration Agreement;

B. Tuff City shall maintain and have all exclusive rights under 17 U.S.C. §§ 106-118, inclusive subject to the terms and conditions of this Agreement and the Administration Agreement;

C. Tuff City shall pay and account for any royalties due under this Agreement in accordance with the terms set forth below.



D. Commencing with the quarterly accounting period beginning January 1, 2001, all "Net Income" (as defined below) earned or received by Tuff City or its assignees, successors-in-interest, or any person or company on its behalf, or their designees and assigns, with regard to the compositions "Roy C's Theme" and "Impeach the President," including those collected as a result of all lawsuits commenced after the date hereof, as well as those collected for licenses, with respect to third party usage of the Compositions discussed in this agreement, shall be paid and distributed in the following percentages:

Tuff City:	Fifty (50%) percent
Hammond:	Fifty (50%) percent

E. As used in this paragraph "Net Income" is defined as the gross receipts derived by Tuff City from the exploitation of the compositions "Roy C's Theme" and "Impeach the President" including the publisher's share of public performance fees paid by the applicable performing rights society, less the following:

- (i) Collection and other fees customarily and actually charged by BMI, The Harry Fox Agency, Inc. or any other third party collection agent which may be used by Tuff City; and
- (ii) Reasonable attorney's fees, if any, actually paid by Tuff City for any agreements (other than the within agreement) affecting the Compositions.

F. Small performing rights in the Compositions, to the extent permitted by law, shall be assigned to and licensed by the applicable performing rights society. The parties agree that BMI shall be the designated performing rights society. Said society shall be and hereby is authorized to collect and receive all monies earned from the public performance of "Impeach the President" and "Roy C's Theme" and to pay directly to the Designated Collection Agent one hundred (100%) percent of such sums as are allocated by said society as the publisher's share of public performance fees. The Designated Collection Agent shall distribute such monies in accordance with the terms of this agreement.

G. Tuff City acknowledges that Hammond shall collect 100% of the writer's share of public performance fees arising in connection with the compositions "Impeach the President" and "Roy C's Theme" directly from BMI, and Tuff City agrees that it shall have no interest in such monies.

58. "Impeach the President" and "Roy C.'s Theme" Masters:  
Ownership, Royalty Participation and General Accounting

A. Notwithstanding anything to the contrary contained in any prior agreements between Hammond, Alaga or Tuff City, Tuff City and Alaga agree that Alaga, or its designee, and Tuff City shall each own an undivided fifty percent (50%) ownership interest, including the worldwide copyrights therein and any renewals or extensions thereof, to the sound recordings (masters) entitled "Impeach the President" and "Roy C.'s Theme", subject to the following:

- (i) Tuff City shall be the exclusive administrator of all copyrights and other proprietary rights therein, subject to the terms and conditions of this Agreement and the Administration Agreement;
- (ii) Tuff City shall maintain and have all exclusive rights under 17 U.S.C. §§ 106-118, inclusive; and
- (iii) Tuff City shall pay and account for any royalties due under this Agreement and the Administration Agreement in accordance with the terms and conditions set forth herein and therein.

B. Licensing of masters: Commencing with the semi-annual accounting period beginning January 1, 2001, all monies earned or received by Tuff City, or its designees and assigns, with regard to any licenses for the use of the masters which are the subject of this agreement, including those collected as a result of all lawsuits which are commenced after the date hereof with respect to third party usage of the masters discussed in this agreement, shall be paid and distributed in the following percentages:

Tuff City:	Fifty (50%) percent
Hammond:	Fifty (50%) percent

C. New or old productions of masters: Commencing with the semi-annual accounting period beginning January 1, 2001, all "Net Profits" earned and received by Tuff City or its licensees, with regard to any productions made by Tuff City of sound carriers derived from any of the masters which are the subject of this agreement, and which are distributed by Tuff City or its licensees and distributors, shall be paid and distributed in the following percentages:

Tuff City:	Fifty (50%) percent
Hammond:	Fifty (50%) percent

D. As used in this paragraph, the term "Net Profits" means Gross Income less the following deductions:

- (i) the actual out-of-pocket costs and expenses paid and/or incurred by Tuff City in connection with the manufacture, freight, mailing, packaging and shipping, and distribution of audio recordings, with no deduction for overhead or administrative costs;
- (ii) all costs and expenses paid and/or incurred for equipment rentals, artwork, insurance, sales commissions, taxes, legal and accounting fees, it being understood that no payment made to an affiliate of Tuff City, or any entity controlled by or in common control with Tuff City shall be a deduction permissible hereunder;
- (iii) all licensing fees paid to third parties, it being understood that no payment made to an affiliate of Tuff City, or any entity controlled by or in common control with Tuff City shall be a deduction permissible hereunder; and
- (iv) all refunds and/or credits actually paid for return of unsold or defective merchandise.

59. Copyright assignment and formalities. With respect to any of the composition or master components of "Impeach the President" and Roy C.'s Theme," which heretofore have been registered for copyright by Tuff City, Tuff City agrees to promptly execute and provide Hammond with documents confirming Hammond's fifty (50%) percent ownership interest therein, in a form sufficient to file with the Register of Copyrights. If Tuff City shall fail to provide such executed documents, Tuff City hereby authorizes Hammond to execute said documents on Tuff City's behalf. To the extent such copyright interests have not registered, Hammond shall have the right to register them or register amended copyright registrations therefore as equal co-owner with Tuff City.



60. Designated Collection Agent. Notwithstanding Tuff City's exclusive right to administer the New Compositions and New Masters pursuant to the Administration Agreement, and their exclusive right to administer the compositions and masters for "Impeach the President" and "Roy C.'s Theme", Tuff City and Hammond agree to mutually designate and appoint an unaffiliated third party collection agent (the "Designated Collection Agent") who shall be solely and exclusively responsible for collecting and distributing any and all income derived from such masters and compositions, on behalf of the parties, and distributing same in accordance with the terms and conditions of this Agreement. Such agent may receive a fee for such services, but such fee shall be deducted only from Hammond's share of monies collected by such Designated Collection Agent. Any monies so collected shall be held in trust for the benefit of the parties entitled to receive such revenues. This paragraph shall not apply to any previously existing license.

VII. Hammond's Future Obligations:

61. Hammond agrees to cooperate and provide to Tuff City any reasonable assistance necessary to enforce the copyright interests in the master and composition transferred herein, including, but not limited to, "Impeach the President," for which Tuff City shall be the exclusive administrator, provided that Tuff City shall be responsible for any and all costs associated therewith, such as travel, hotel, toll calls, messenger and courier fees. This assistance shall include, but not be limited to:

A. properly executing any documents that may be provided to Hammond at the time of signing this agreement,

B. truthfully testifying in all legal proceedings, and

C. providing Tuff City with any and all documentation in Hammond's possession, custody or control which will help prove that Hammond, Alaga, and J&H appropriately transferred all of the properties specified herein.

VIII. Term and Territory

62. The term of this Agreement shall be in perpetuity

63. The territory for this Agreement is worldwide.

IX. This Agreement Supersedes All Prior Agreements Relating to The Subject Matter Hereof;

64. To the extent that any of the terms in this agreement are explicitly contradicted by any of the terms in any of the prior agreements between these parties, the term(s) of this agreement shall be deemed controlling. To the extent that any of the terms, parties, properties or monies in any of the prior agreements are either ambiguous or explicitly contradicted by this agreement, the provisions in this agreement shall be deemed controlling.

X. Notices, Governing Law And Personal Jurisdiction;

65. Tuff City shall not be entitled to recover damages by reason of any breach by Alaga, Hammond and/or J&H of their obligations hereunder, unless Alaga, Hammond and/or J&H, as the case may be, have failed to remedy such breach within a reasonable time following receipt of Tuff City's notice thereof. In no event shall "reasonable time" be construed as less than thirty (30) days after the receipt of notice.
66. Alaga, Hammond and/or J&H shall not be entitled to recover damages by reason of any breach by Tuff City of its obligations hereunder, unless Tuff City has failed to remedy such breach within a reasonable time following receipt of notice thereof. In no event shall a "reasonable time" be construed as less than thirty (30) days and no more than sixty (60) days after the receipt of notice. Except as provided below with respect to the payment of the proceeds of the Pending Litigation, any breach of Tuff City's obligations to pay monies to Hammond hereunder, shall be deemed a material breach of this Agreement if not cured by Tuff City within thirty (30) days after the receipt of notice of default.
67. All notices hereunder shall be in writing and shall be deemed properly delivered when either mailed by certified mail, or sent via Federal Express Overnight Delivery, delivered by or to the parties at the addresses which appear in this Agreement. All notices sent by Alaga, Hammond and or J&H must also be sent, under the same manner specified herein, to Oren J. Warshawsky, Esq., c/o Cobrin & Gitlin, 750 Lexington Avenue, New York, New York 10022, in order to be effective. All notices sent by Tuff City must also be sent, under the same manner specified herein, to Robert S. Maloni, Esq., c/o Rubin, Bailin, Ortolli, Mayer & Baker LLP, at 405 Park Avenue, New York, New York 10022, in order to be effective.
68. All parties agree to accept any process by any means specified in the notice provisions of this Agreement. The parties further agree that in any action or proceeding commenced hereunder, the parties consent to subject matter jurisdiction, personal jurisdiction and venue within the state of New York.

69. This agreement shall be deemed as wholly performed within the state of New York.
70. Any disputes of this agreement shall be resolved solely within the Courts within the state of New York.
71. This Agreement shall be interpreted under New York state contract law.
72. This Agreement shall be deemed fully executed when four (4) original signed copies hereof, including the initialing on each page, and two (2) original signed copies of Hammond's declaration, are provided to Tuff City.

**XI. Mutual Releases**

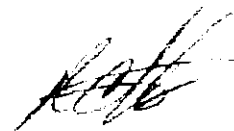
73. Except for claims to enforce the terms of this Settlement Agreement (with respect to all parties hereto), Hammond hereby releases and discharges Tuff City, Frost Belt and Fuchs, and each of them, and their respective licensees, affiliates, successors, assigns, attorneys, directors, officers, agents, representatives and employees, both past and present (the "Released Parties"), from any and all claims of any kind that Hammond may now or hereafter have against any or all of the Released Parties, or any of them, with regard to any and all allegations and claims, known or unknown, contingent or vested, relating to any of the Compositions and/or the Masters which are the subject of this agreement or relating to or arising out of the allegations in the Pending Action.
74. Except for claims to enforce the terms of this Settlement Agreement (with respect to all parties hereto), the Released Parties, and each of them, hereby release and discharge Hammond and his licensees, affiliates, successors, assigns, attorneys, directors, officers, agents, representatives and employees, both past and present (the "Hammond Releases"), from any and all claims of any kind that the Released Parties, and each of them, may now or hereafter have against the Hammond Releases with regard to any and all allegations and claims, known or unknown, contingent or vested, relating to any of the Compositions and/or the Masters which are the subject of this agreement or relating to or arising out of the allegations in the Pending Action.

**XII. Dismissal of Action Against Hammond, Alaga and J&H**

75. Subsequent to execution of this Settlement Agreement, counsel of record for the Hammond, Alaga and J&H and for Tuff City shall execute and deliver to Meloni copies of the "Stipulation & Order of Dismissal with Prejudice Pursuant to F.R.C.P. 41(a)(2) and 41(c)", in the form annexed hereto. Upon delivery of a fully executed copy of this Settlement Agreement, as well as other required materials, Meloni may file the Stipulation & Order with the Court.

### **XIII. Assignments**

76. Tuff City may assign this Agreement or its rights or obligations hereunder to any party provided that Tuff City notifies Hammond and the assignee agrees in writing to remain bound by the terms hereof, or Tuff City remains primarily liable to Hammond for any of its obligations hereunder. Any such purported assignment contrary to the foregoing provisions shall be null and void. Notwithstanding anything to the contrary contained herein, Tuff City shall not sell, transfer, assign or otherwise dispose of or encumber its respective interests under this Agreement or any rights it may have in and to the compositions and/or the masters entitled "Roy C.'s Theme" and "Impeach the President," including the copyrights therein, without first offering to Hammond the right to buy or acquire such interest at the same bona fide price and pursuant to the same bona fide terms as may be offered to Tuff City by any responsible and unrelated third party, which term, may, however, only provide for payment of cash in lump sum or installments. Tuff City shall give Hammond written notice of any such bona fide and acceptable offer. The notice shall set forth the name of the prospective purchaser, the price, and all other terms of such offer. Hammond shall have thirty (30) days after receipt of such notice in which to notify Tuff City whether or not he desires to acquire such interest *all the terms set forth in the* notice. If Hammond fails to give Tuff City written notice within the thirty (30) day period that he is exercising his option to buy or acquire such interest, Tuff City shall have the right to accept bona fide offer by the prospective purchaser, but only as set forth in Tuff City's notice to Hammond, provided, however, that if Tuff City does not accept such bona fide offer from such prospective purchaser within thirty (30) day period, the procedure set forth in this paragraph shall gain be followed by Tuff City before Tuff City may dispose of such interest in the copyright of such composition(s) or master(s).



77. J&H, Alaga or Hammond, or any of them, (collectively, "Hammond"), shall not sell, transfer, assign or otherwise dispose of or encumber their respective interests under this Agreement or any rights they may have in and to the compositions and/or the masters which are the subject of this Agreement, including the copyrights therein, without first offering to Tuff City the right to buy or acquire such interest at the same bona fide price and pursuant to the same bona fide terms as may be offered to Hammond by any responsible and unrelated third party, which term, may, however, only provide for payment of cash in lump sum or installments. Hammond shall give Tuff City written notice of any such bona fide and acceptable offer. The notice shall set forth the name of the prospective purchaser, the price, and all other terms of such offer. Tuff City shall have thirty (30) days after receipt of such notice in which to notify Hammond whether or not it desires to acquire such interest all the terms set forth in the notice. If Tuff City fails to give Hammond written notice within the thirty (30) day period that it is exercising its option to buy or acquire such interest, Hammond shall have the right to accept bona fide offer by the prospective purchaser, but only as set forth in Hammond's notice to Tuff City, provided, however, that if Hammond does not accept such bona fide offer from such prospective purchaser within thirty (30) day period, the procedure set forth in this paragraph shall gain be followed by Hammond before Hammond may dispose of such interest in the copyrights of such composition(s) or master(s). The foregoing restriction as to assignment shall not apply to Hammond's right to receive royalties under this Agreement. For the avoidance of doubt, J&H, Alaga or Hammond, respectively, may assign their respective rights to receive royalties payable to them hereunder.

#### XIV. Miscellaneous

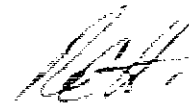
78. If any party commences any action or proceeding against another party to enforce this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party(ies) reasonable attorney's fees, costs and expenses incurred by such prevailing party in connection with such action or proceeding and in connection with enforcing any judgment or order thereby obtained.
79. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

80. This writing sets forth the entire understanding between the parties with respect to the subject matter hereof, and no modification, amendment, waiver, termination or discharge of this agreement shall be binding upon any party unless confirmed by a written instrument signed by an authorized officer or representative of any such party. Notwithstanding the foregoing, the prior agreements annexed hereto may be used to interpret any portion of this agreement.
81. The headings of this Agreement are solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
82. If any provision, or portion thereof, of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.
83. If any provision, or portion thereof, of this Agreement conflicts with any other provision, or portion thereof, the provision that appears to comply with the spirit of this agreement shall govern.
84. Each party hereto warrants and represents that he or it has all necessary right, title, and authority to enter into this Agreement, to grant the rights and interests herein granted, and to perform all of his, her or its obligations under this Agreement. Hammond, Alaga and J&H warrant and represent that the exercise by Tuff City of any and all rights granted to Tuff City in this Agreement shall not violate or infringe upon any common law or statutory rights of any person, firm or corporation, including without limitation, contractual rights, copyrights and rights of privacy. The rights granted herein are free and clear of any claim, demands, liens or encumbrances.
85. Hammond, Alaga and J&H agree to and do hereby indemnify, save and hold Tuff City harmless of and from any and all loss and damage (including reasonable attorneys' fees) arising out of any breach by Hammond, Alaga or J&H of the terms and conditions of this Agreement or connected with any claim by any one or more third parties which is inconsistent with any of the warranties or representations made by either of them hereto, and agree to reimburse Tuff City on demand for any payment made by it at any time after the date hereof with respect to any liability or claim to which the foregoing indemnity applies which has been reduced to a final, non-appealable judgment or settlement with the consent of the indemnifying party or parties. Pending the determination of any claim involving such alleged breach or failure, Tuff City may withhold sums due Hammond, Alaga and J&H hereunder in an amount consistent with such claim. Tuff City shall give Hammond, Alaga and J&H notice of any claim to which the foregoing indemnity applies and Hammond, Alaga and J&H shall each have the right to participate in the defense of any claim with counsel of their own choice and at their own expense.

86. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns of substantially all the assets, rights and/or obligations of the party.
87. No provision of this Agreement may be waived, altered, or modified except by written agreement signed by the parties.
88. Nothing in this agreement shall make Hammond, Alaga or J&H an agent of Tuff City. Any right, title or interest that is not specifically granted hereunder shall not be deemed to be transferred hereby.
89. Nothing contained herein shall constitute a partnership or joint venture between the parties hereto.
90. Prior to any payments hereunder, each and every page of this agreement must be initialed by Hammond, on behalf of himself, J&H and Alaga.
91. The parties hereto shall execute any further documents including, without limitation, assignment of copyrights, and do all acts necessary to fully effectuate the terms and provisions of this Agreement.
92. The parties agree that they understand all of the terms in this agreement, that all terms and

~~there~~ purpose of proceeding with and executing this agreement, and that it has entered into this agreement with advice of such independent legal counsel. Each party further acknowledges that both it and its counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter and terms of this agreement prior to the execution hereof. In light of the foregoing and the length of the several month debate of the terms herein, no ambiguous provision herein shall be construed against the drafter(s) hereof.

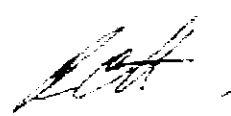
93. The parties acknowledge that in entering into this agreement, each has specifically relied upon the truth and accuracy of the representations and warranties contained herein, and that the truth and accuracy of such representations comprise a material portion of the consideration received by each party for the releases and commitments made herein.
94. Each of the parties hereto agrees that this agreement is being freely and voluntarily given by each without duress or coercion, after each party has had an opportunity to consult with legal counsel of its choice.



XX. Integration


95. This agreement is intended by the parties hereto as a final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof and supersedes any and all prior and contemporaneous agreements and understandings relating thereto whether written or oral. Notwithstanding the foregoing, the prior agreements discussed herein may be used for clarification of the intent of the parties, if necessary. This agreement may not be changed or modified, or any covenant or provision hereof waived, except by an agreement in writing signed by the parties hereto.

(signature page follows)

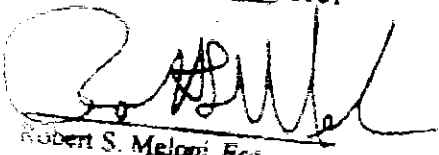
  
Initialed below by Roy C. Hammond  
o/b/o himself, Alaga and J&H



IN WITNESS WHEREOF, the parties hereto have executed this 7<sup>th</sup> March day of February, 2001.

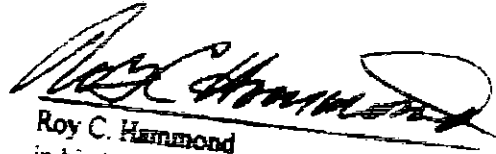
  
Aaron Fuchs, in his individual capacity  
and on behalf of TufAmerica, Inc. and  
Frost Belt International

Dated: March 15  
February, 2001



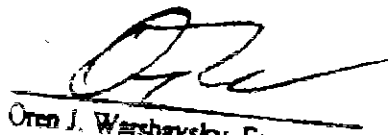
Robert S. Meloni, Esq.  
Attorney and Agent for  
Hammond, Alaga and J&H

Dated: March 7  
February, 2001



Roy C. Hammond  
in his individual capacity  
and as President and Sole Owner  
of Alaga Records and Johnson and  
Hammond Publishing

Dated: March 7  
February, 2001

  
Oren J. Warshavsky, Esq.  
Attorney for Tuff City

Dated: March 15  
February, 2001

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EXHIBIT. E

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10:29



Begin forwarded message:

**From:** Roy Hammond  
<CAROLINARECORDS@AOL.COM>  
**Date:** October 11, 2018 at 1:08:59 AM EDT  
**To:** [s1ranger@gmail.com](mailto:s1ranger@gmail.com)  
**Subject:** Fwd: ROYALTY

Sent from my iPhone

Begin forwarded message:

**From:** Aaron Fuchs  
<[aaronf@tuffcity.com](mailto:aaronf@tuffcity.com)>  
**Date:** October 10, 2018 at  
8:43:15 PM EDT  
**To:** Roy Hammond  
<[carolinarecords@aol.com](mailto:carolinarecords@aol.com)>  
**Cc:** Ronald Soden  
<[ronaldsoden@optonline.net](mailto:ronaldsoden@optonline.net)>  
**Subject:** ROYALTY

roy; your royalty will be sent out  
october 25.thx.aaron



ROY HAMMOND 3:01 PM

to me v



...

← Reply

→ Forward

10:23



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**From:** Roy Hammond  
<[CAROLINARECORDS@AOL.COM](mailto:CAROLINARECORDS@AOL.COM)>  
**Date:** December 28, 2018 at 1:08:40 AM EST  
**To:** Aaron Fuchs <[aaron.f.tuffcity@gmail.com](mailto:aaron.f.tuffcity@gmail.com)>  
**Subject:** Re: Royalty payment

Sent from my iPhone

On Dec 17, 2018, at 7:16 PM, Roy Hammond <[carolinarecords@aol.com](mailto:carolinarecords@aol.com)> wrote:

Send it ASAP

Sent from my iPhone

On Dec 17, 2018, at 6:24 PM, Aaron Fuchs <[aaron.f.tuffcity@gmail.com](mailto:aaron.f.tuffcity@gmail.com)> wrote:

Roy sorry I have being late with your latest royalty payment. the check was cut a month ago but our bookkeeper had to leave on personal business before she could get the accompanying paperwork together. I can either send you the check immediately without paperwork or I can send it to you with paperwork before the week is ~~out. please let me know~~

(6:33)

LTE



Fwd: Business : Inbox



ROY HAMMOND 6:28 PM

to me



Sent from my iPhone

Begin forwarded message:

**From:** Aaron Fuchs  
<aaron.f.tuffcity@gmail.com>  
**Date:** May 18, 2020 at 5:31:03 AM EDT  
**To:** Roy Hammond  
<CAROLINARECORDS@AOL.COM>  
**Subject:** Business

Hello Roy.Glad to hear you have returned to good health .As you probably know New York City is the worlds center of the virus and like all others here I have had my hands full making all the necessary adjustments to keeping on keeping on .However I will get back to you or later in the week in hopes of dealing with your concerns .Thanks. Aaron

\*subject to contract\*

Sent from my iPhone

← Reply

→ Forward

Tuff America lied to the courts when they stated that they issued only two licenses for use of the beats of Impeach The President. The truth is, over one hundred recording artists or record companies have received licenses from Tuff America. Tuff America receives advance money followed by royalties from record companies, and also money from BMI for radio and television. I estimate that Tuff America has collected well over a million dollars from statement of royalties. In 2001 Tuff America agreed to pay me a one time settlement of \$80,000.00 for back royalties, which I had to obtain a lawyer to collect. Over the past nine years they have paid me less than \$2,000.00. During that period, samples from Impeach The President have been used in hit movies such as, STELLA GOT HER GROOVE BACK, ALONG CAME POLLY, SUPERMAN, and others. Recording artists such as, Shaggy and Janet Jackson, Nas, L L Cool J, Patti Labelle, Mick Jagger, Ice Cube, Meredith Brook and many more have sampled my song, Impeach The President licensed by Tuff America. Tuff America has sued many companies over the past twenty years, including one company that they had a problem with. At that time, my attorney called me and told me that I had to take part in their conspiracy by signing a bogus contract. One contract said that Tuff America owned my song Impeach The President since 1982 which was a lie, and another contract giving the song back to me.

Tuff America has spent a lot of time painting a bad picture of me, attacking my character through lies and deceptions.

Aaron Fuchs, which I believe to be the owner of Tuff America, had stolen enough songs of mine to compile a cassette that he marketed without my knowledge nor consent. After learning of this, I contacted Mr. Fuchs and we agreed on a five year contract which he didn't live up to. After the five years ran out, Mr. Fuchs continued selling my songs and marketing IMPEACH THE PRESIDENT up until the year of 2001 which we made the settlement of \$80,000.00 that he breached again.

HY SHORE  
ATTORNEY AT LAW  
36 EAST 12TH STREET  
NEW YORK, N.Y. 10003  
(212) 998-5250

June 22, 1999

Roy C. Hammond  
d/b/a Johnson & Hammond Music  
103 Water Street  
Allendale, S.C. 29810

Re: Impeach the President

Dear Mr. Hammond:

I am a former attorney for Aaron Fuchs now being sued by him for alleged malpractice.

In the case that I did represent him, where, as Tuff "N" Rumble Management, Inc. d/b/a Tuff City Records he sued Profile Records, Inc. et al., in the United States District Court Southern District of New York for an alleged refusal to pay for a license to use "Impeach The President" on certain records released by Profile.

While the parties were filing affidavits for and against the claims of Tuff, I asked Fuchs for your address in order to communicate with you concerning Tuff's claims. Mr. Fuchs would not permit me to contact you because, he said, he owed you royalty monies.

To make it short, the Court ultimately decided that Tuff did not prove that Hammond (and Alaga) owned the copyright in "Impeach"; and that the materials on the Profile Records released were not substantially similar to "Impeach".

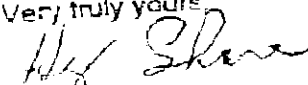
During the processing of the case, Mr. Fuchs produced certain contracts which he said were made with you, and I attach copies of these contracts, and ask you whether they are true copies, and whether there are any other contracts between you and Fuchs concerning "Impeach".

During the Discovery proceedings in my defense I was able to force the production of a list of licenses issued by Fuchs for the licensing of "Impeach" and the amounts received therefrom. A copy of this list is attached, and I ask you to review it carefully and kindly inform this office which licenses you were paid royalties for.

I look forward to hearing from you or your representative as soon as possible.

Thank you for your courtesy and cooperation.

Very truly yours,

  
HY SHORE

HS/rk  
Enc.

Rubin, Bailin, Ortol, Mayer, Baker & Fry LLP

Counselors at Law

305 Park Avenue

New York, New York 10022-3002

R. Meloni Private Fax: (212) 755-0321

Office Fax: (212) 825-9300

Tel: (212) 935-0900

To: Oren Warshawsky, Esq.

Client No.: 40045

No: AXN-4007

Re: Tufamerica vs. Hammond, et al. (99 Civ. 10369)

Date: April 15, 2000

Hard copy of attached documents will ( ) will not (x) be mailed or delivered

Comments

We should speak early this week about settlement. FYI: the case that I couldn't recall regarding non-payment of royalties, lack of records by publisher, etc., was Thomas v. Gusto (939 F.2d 295, 6<sup>th</sup> Cir. 1991), which I am sure you are already familiar with. As you can see, I believe that I could use expert testimony (should we ever have a trial on non-payment and rescission) to devise a basis to calculate royalties, since Tufamerica (like Gusto) lacks any records to evidence licensing or other income. In light of Tufamerica's lack of any records at all, coupled with the Hv Shore letter, and the fact that "Impeach" is obviously a lucrative song, and has been for many years, I would venture to say that the court would give Roy Hammond wide latitude to come up with a number in order to determine his share of the income derived from the song/master.

Why go through the exercise if there is a "pot of gold" (in the form of settlement proceeds from pending sample cases) with which to work out a fair settlement?

By: Robert S. Meloni, Esq.

We are transmitting 1 page(s), including this cover sheet. If transmission is not complete, please call (212) 935-0900.

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.



**"Impeach The President"**

From: Roy Hammond <carolinarecords@aol.com>  
To: aaronf <aaronf@tuffcity.com>  
Bcc: carolinarecords <carolinarecords@aol.com>  
Date: Tue, Apr 4, 2017 11:30 pm

Dear Aaron Fuchs, I want to say thanks for the \$32,500.00. But that's not anywhere near to the total amount owed to me. There need to be a settlement and payment every quarter. I have copies of Court papers showing where you sued me. Roy Hammond and you never served me. I did not know anything about this case, it was against me and two other Companies. The papers contains the Judge's order saying that you do not owned the song, "Impeach The President" now we going to work this thing out or I'm going take all of my music back, your past record show that you have breached more times than anyone can count.  
Roy C. Hammond.  
3/4/2017.

Sent from my iPhone



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EXHIBIT F

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## Tuff City Records Information (/tuff-city-records-profile\_b5f4546cf42d2b2c)

Tuff City Records is a company based at 10 West 37Th St. Ste. 601, New York City, New York 10018, US founded in 1981.

**in** (<http://linkedin.com/company/tuff-city-records>)

 <b>Website</b>	<a href="http://www.tuffcity.com">http://www.tuffcity.com</a> ( <a href="http://www.tuffcity.com">http://www.tuffcity.com</a> )
 <b>Revenue</b>	\$31.20 Million
 <b>Employees</b>	46 (/tags=!((incexc:include,keyword:%27Tuff City Records%27,type:current_employer))&start=1&mode=advanced&page_size=10) (View all  (/tags=!((incexc:include,keyword:%27Tuff City Records%27,type:current_employer))&start=1&mode=advanced&page_size=10) )
 <b>Founded</b>	1981
 <b>Address</b>	10 West 37Th St. Ste. 601, New York City, New York 10018 US ( <a href="https://www.google.com/maps?q=10 West 37Th St. Ste. 601, New York City, New York 10018 US">https://www.google.com/maps?q=10 West 37Th St. Ste. 601, New York City, New York 10018 US</a> )
 <b>Phone</b>	(212) 586-0899 (tel:(212) 586-0899)
 <b>Fax</b>	(212) 586-1081

### Find email (/) for Tuff City Records employees

Search from 46 Tuff City Records employees, RocketReach validates emails and finds alternate emails & phone for free.

Enter employee's name, title or keywords

Search

## Tuff City Records Employees (/tuff-city-records-management\_b5f4546cf42d2b2c)



Aaron Fuchs (/aaron-fuchs-email\_8078680)  
President  
New York, New York, United States

 Add

Found 1 email: tuffcity.com



Pete Becker (/pete-becker-email\_19161858)  
Audio Engineer  
Brooklyn, New York, United States

 Add

Found 1 email: yahoo.com



'Mariam Tabrez' (/mariam-tabrez-email\_34678689)  
Legal Intern  
Windermere, Florida, United States

 Add

**Search:** tuffcity.com, gmail.com, +more



Nick Schmitt (/nick-schmitt-email\_51387341)  
Legal & Business Affairs  
New York, New York, United States

 Add

Found 1 email: nypeace.org



Edward Poetry (/edward-poetry-email\_77257833)  
Files  
New York, New York, United States

 Add

**Search:** tuffcity.com, gmail.com, +more



Timothy Werner (/timothy-werner-email\_77834856)  
Independent Contractor  
Dupage County, Illinois, United States

 Add

**Search:** tuffcity.com, gmail.com, +more



Maya Rand (/maya-rand-email\_111793549)  
Legal and Business Affairs Intern  
New York, New York, United States

 Add

**Search:** tuffcity.com, gmail.com, +more

## We set the standard for finding emails

Trusted by over 6.9 million users and 95% of the S&P 500.

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EXHIBIT · G

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**DOCUMENT COVER SHEET**For Recording of Documents  
UNITED STATES COPYRIGHT OFFICEDATE OF RECORDATION  
(Assigned by Copyright Office)

SEP 14 2004 Day Year

Volume 3515 Page 304

Volume Page

FUNDS RECEIVED

FOR OFFICE USE ONLY

Name of the party or parties to the document spelled as they appear in the document (List up to the first three)

TufAmerica, Inc. d/b/a Tuff City Records  
Roy C. Hammond d/b/a Alaga Records

Date of execution and/or effective date of the accompanying document January 1 2001 (month) (day) (year)

Completeness of document

☒ Document is complete by its own terms  
☐ Document is not complete. Record "as is."☐ Other

Description of document

☐ Transfer of Copyright☐ Security Interest☐ Change of Name of Owner☐ Termination of Transfers (Section 304)☐ Shareware☐ Life, Identity, Death Statement (Section 302)☐ Transfer of Mask Works

Title of first work as given in the document

IMPEACH THE PRESIDENT (sound recording)

Total number of titles in document

Amount of fee calculated

\$ 80

Fee

enclosed

☒ Check☐ Money Order☐ Fee authorized to be charged to:  
Copyright Office  
Deposit Account number

Account name

Affirmation: I hereby affirm to the Copyright Office that the information given on this form is a true and correct representation of the accompanying document. This affirmation will not suffice as a certification of a photocopy signature on the document. Affirmation must be signed even if you are also signing Space

Signature

Date 9/10/04

800-659-3985

Phone Number

Fax Number

10 Certification: Complete this certification in addition to the Affirmation if a photocopy of the original signed document is substituted for a document bearing the actual signature.

NOTE: This space may not be used for an official certification.

I certify under penalty of perjury under the laws of the United States of America that the accompanying document is a true copy of the original document.

Signature

Day Authorized Agent of

Date

Recordation will be mailed to window envelope to this address

Name

Robert S. Meioni, Esq.

Number/Street/Apt

1350 Avenue of the Americas, Suite 3100

City/State/Zip

New York, NY 10019

1. Complete all necessary spaces.  
2. Sign your Cover Sheet in Space 9.1. Two copies of the Document Cover Sheet of Copyright  
2. Check/money order payable to Registrar of Copyrights  
3. DocumentLibrary of Congress, Copyright Office  
Documents Recordation Section, LM-400  
101 Independence Avenue, S.E.  
Washington, D.C. 20540-6000

If you are subject to change, for recordation, check the Copyright Office website for any copyright law and fee changes (www.copyright.gov).

New identity and address changes must be made on this form may result in denial of recording. See U.S.C. § 1024.

Form 1002-2 (01/03) Web Rev. June 2002 Printed on recycled paper.

U.S. Government Printing Office: 2000-461-114/0-025



# Certificate of Recordation

---

This is to certify that the attached document was recorded  
in the Copyright Office on the date and in the place shown below.

This certificate is issued under the seal of the  
United States Copyright Office.

---

DATE OF RECORDATION  
14Sep04

---

VOLUME	DOC. NO.
3515	244

---

VOLUME	DOC. NO.
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*Marybeth Peters*

Register of Copyrights and  
Associate Librarian for Copyright Services





RECORDED DOCUMENTS

FL-10A

DATE: November 4, 2004

Robert S. Meloni, Esq.  
1350 Avenue of the Americas  
Suite 3100  
New York, New York 10019  
ATTN: Robert S. Meloni, Esq.

We have recorded the enclosed document(s) in the official records of the Copyright Office:

VOLUME	3515
DOC. NO.	244

The recording fee has been handled as follows:

RECEIVED	\$
APPLIED	\$
REFUNDED (under separate cover)	\$
CHARGED TO YOUR DEPOSIT ACCOUNT	\$

Sincerely yours,

Register of Copyrights

ENCL(s):

DOC(s): 1

**ASSIGNMENT OF COPYRIGHT IN**  
**"IMPEACH THE PRESIDENT" SOUND RECORDING**

**WHEREAS**, and TUFAMERICA, INC., a New York corporation, doing business as TUFF CITY RECORDS, with office at 250 West 49th Street, Suite 705, New York, New York ("TufAmerica") is the sole and exclusive owner of all of the rights, title and interests in and to the worldwide copyrights (hereinafter referred to as the "SR Copyrights") in the 1973 sound recording entitled "Impeach the President", including the performances thereon of the musical composition entitled "Impeach the President" by The Honey Drippers, originally created by and with copyrights therein originally vesting in Roy C. Hammond d/b/a Alaga Records (hereinafter "Hammond"); and

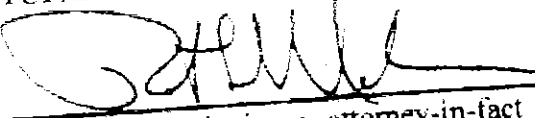
**WHEREAS**, Hammond and TufAmerica entered into a written agreement dated January 1, 2001, pursuant to which the parties settled and resolved their dispute, *inter alia*, concerning the SR Copyrights and provided for the re-assignment to Hammond of an undivided fifty (50%) per cent ownership interest in and to the SR Copyrights:

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, TufAmerica, by these presents does sell, assign and transfer unto Hammond, an undivided fifty (50%) per cent ownership interest in and to the SR Copyrights to be held and enjoyed by Hammond and his legal and permitted assigns for the full duration of United States copyright therein, including all extensions and renewals thereof.

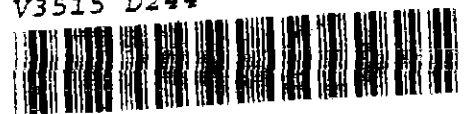
Dated: As of January 1, 2001

TUFAMERICA, INC. d/b/a TUFF CITY RECORDS

By:

  
Robert S. Meloni, as attorney-in-fact pursuant to the "SETTLEMENT AGREEMENT BETWEEN ROY C. HAMMOND, AS AN INDIVIDUAL AND AS PRESIDENT OF ALAGA RECORDS, ON THE ONE HAND, AND TUFAMERICA, INC., D/B/A TUFF CITY RECORDS, ON THE OTHER" DATED AS OF JANUARY 1, 2001

V3515 D244



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EXHIBIT H

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January 26, 2011

United States Department Of Justice  
Attn: Criminal Division  
950 Pennsylvania, Avenue, Northwest  
Washington, DC 20530

Re: Tufamerica vs. Roy C. Hammond, Case# 99Civ10369, U.S.D.C.SDNY

TO WHOM THIS MAY CONCERN: Criminal Division

This case was filed in 1999, I am not sure what date, because I was never served by anyone. On December 2, 2010, I went to New York for the purpose of searching court records, after hearing that I settled a case with Tufamerica, and paid the sum of \$28,445.00. I have no knowledge of who paid this money in my name, but I do know the company and its owner, Aaron Fuchs is using this case to take property of mine. The property is my songs as follows:

"Impeach The President"	"Lonely I Was"
"Shotgun Wedding"	"Merry Go-Round"
"You and I"	"I Thought I had Everything"
"After The Disco"	"I Caught You In The Act"
"Since God Made A Woman"	"Song Of Peace"
"I Don't Want To Worry"	"In Divorce Court"
"Merry Black Xmas"	"Right Or Wrong"
"We're On The Road To Hell"	

One of the songs I mentioned above, Impeach The President, has earned more than ten million dollar(\$10,000,000) from the drum beat; it's called derivative and there has been over 150 artists that have used this beat from my song. Aaron Fuchs has stolen this song and other songs of mine, and not paying me anything. The fraudulent court cases, and contracts enable Aaron Fuchs to steal my property.

Aaron Fuchs/Tufamerica has used fraudulent tactics, perjury and using the court system to take property from me and others.

If you have any questions concerning the above matters, I can be reach at 803-584-3704; or email:carolinarecords@aol.com

ROY C. HAMMOND  
229 Augusta Hwy/P.O. Box 838  
Allendale, SC 29810

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EXHIBIT. I

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**by Audio Two,**

**"1987-Whodini NYC"**

**by Whodini,**

**"1987-I Am Who I Am"**

**by Too Def,**

**"1987-Move The Crowd"**

**(Democratic 3 Beatmix)**

**by Eric b & rakim,**

**"1986-Make The Music With Your Mouth, Biz"**

**by Biz Markie feat. T.J. Swan,**

**"1986-Eric B Is President"**

**(Original Mix)**

**by Eric B & Rakim,**

**"1986-Stunt of the Block"**

**by Super Kids,**

**"1986-The Bridge"**

**by MC Shan,**

**"1983-Live at Broadway International"**

**by Force M.C.'s.**

---

**"1988-Listen To The Rhythm**

**(of the Drum and The Bass)**

**by Allstar Fresh and B.C. Boy,**

**"1988-Words of a Freestyle"**

**by MC Shan,**

**"1988-Bust The Beat O' Lori"**

**by Witch Doctor,**

**"1988-Do The James"**

**by Super Lover Cee & Casanova Rud,**

**"1988-Braggin & Boastin"**

**by Jungle Brothers,**

**"1988-(You Aint Just A Fool),**

**You's an Old Fool"**

**by Spoonie Gee,**

**"1987-Be Yourself"**

**by Whodini feat. Millie Jackson,**

**"1987-I Got An Attitude"**

**by Antoinette,**

**"1987-Dana Dane With Fame"**

**by Dana Dane,**

**"1987-(Song by Boogie Down Productions),**

**"1987-Don't Disturb This Groove"**

**by Steaby B,**

**"1987-Tuff Is In The House"**

**by Tuff Crew,**

**"1987-Top Billin' "**

**"1989-Juice Crew Dis"**  
by Cool C,  
**"1989-Funky For You"**  
by Nice & Smooth,  
**1989-Highrollers's Girl Club"**  
by MC Trouble,  
**"1989-Spread My Wings (Clark Kent Remix)"**  
by Troop feat. The Fearless Four,  
**"1988-Gangsta, Gangsta"**  
by N.W.A.,  
**"1988-Eazy-Duz-it"**  
by Eazy E,  
**"1988-Def Jeff"**  
by The Almighty RSO,  
**"1988-DJ Fresh Debut Mega Mix"**  
by DJ Fresh,  
**"1988-Wienie Whistlers"**  
by Bobby Jimmy and The Critters,  
**"1988-Let's Dance"**  
by King Tee,  
**"1988-My Buddy"**  
by DJ Jazzy Jeff & The Fresh Prince,  
**"1988-10% Dis"**  
by MC Lyte feat. Audio Two,  
**"1988-As We Go"**  
by DJ Jazzy Jeff & The Fresh Prince,



**"1990-Money"**

**by DJ Cuca,**

**1990-Independent"**

**by Salt-N-Pepa,**

**"1990-Mirrorshades"**

**by Information Society,**

**"1990-It's So Smooth"**

**by BP,**

**"1989-Double Huey Skit"**

**by De La Soul,**

**"1989-I Need Your Love"**

**The Good Girls,**

**"1989-The Pain Is on The Children"**

**by DOC Chill & DJ Rod,**

**"1989-Lyrical Messiah"**

**by Outlaw Posse,**

**"1989-Positive Attitude"**

**by Rob R Rock,**

**"1989-Lights Out, Party's Over"**

**by Antoinette,**

**"1989-Total Kaos"**

**by EPMD,**

**"1989-Mind Blowin' "**

**by The D.O.C.,**

**"1989-Smooth Operator"**

**Big Daddy Kane,**

**"1990-No Words  
(Pump N ' Hip Hop)  
(No Rif Raf),  
by Three Times Dope,  
"1990-(Song by Kwame),  
"1990-The Ruff Stuff"  
by Rated X,  
"1990-Let A Ho Be A Ho"  
by Geto Boys,  
"1990-You Wish Ya Could"  
by Special Ed,  
"1990-Sensitivity"  
(Extended Version)  
by Ralph Tresvant,  
"1990-Kamurshol"  
by N.W.A.,  
"1990-Hip Hop Music"  
by Groove B Chill,  
"1990-Keep The Crowd Listening"  
by Lord Finesse and DJ Mike Smooth,  
"1990-Two Minute Brother"  
by BWP,  
"1990-Around The Way Girl"  
by LL Cool J,  
"1990-6 Minutes of Pleasure"  
by LL Cool J,**

**by Digital Underground,**

**"1991-I Got It All Sewed Up"**

**by The Fila Fresh Crew,**

**"1991-Duermevela"**

**by Amistades Peligrosas,**

**"1991-Keeper of The Funk"**

**by Steady B,**

**"1991-Moses"**

**by Slick Rick,**

**"1991-(Song by Heavy D & The Boyz feat. K.C. & Jo Jo),**

**"1991-976 Dope"**

**by Royal Flush (Rap Group),**

**"1991-Conspiracy Def-Con's The Name"**

**by Conspiracy Def-Con,**

**"1991-Stop the Crack"**

**by Sons of Soul,**

**"1991-Miss Lee**

**by Resident Alien,**

**"1990-What's The Word"**

**by Chubb Rock,**

**"1990-The Interview"**

**by Proffessor Grif,**

**"1990-Do It Again"**

**by Smooth Ice,**

**"1990-I Ran The Game"**

**by MC Shan,**

**"1991-Just The Two of Us"**

**(Clark's Cool Out Mix)**

**by Chubb Rock,**

**"1991-(Song by MC Lyte),**

**"1991-G-Spot Show"**

**by 415,**

**"1991-The Chosen Ones"**

**(Part 2)**

**by P.I.D.,**

**"1991-The Chosen Ones**

**(Part 1)**

**by P.I.D.,**

**"1991-Startin' a Riot"**

**by Black Pearl mafia,**

**"1991-Ring, Ring, Ring**

**(Ha Ha Hey)**

**by De La Soul,**

**"1991-Why"**

**by Small Change,**

**"1991-Give The People"**

**by EPMD,**

**"1991-Ghetto Bastard"**

**by Naughty By Nature,**

**"1991-It's The Resident Alien"**

**by Resident Alien,**

**"1991-Flowin' on the D-Line"**

by US Plus 1,  
"1992-Apple Juice"  
by The Boys,  
"1992-Biker Shorts"  
by 16 on Wax,  
"1992-Cause I'm Keefy Keef"  
by Keith Murray,  
"1992-Hollywood Paradox"  
by College Boyz,  
"1992-Great Depression"  
by MC Breed,  
"1992-Special Thanks"  
by Dangerous Dame,  
"1992-Git on the Mic"  
by Romeo Rich,  
"1991-I Wanna B Ure Lover(Clark Kent Super Mix)  
by F.S. Effect feat. Christopher Williams,  
"1991-People"  
by Ice MC,  
"1991-PS"  
by Prince Shaheed & Da Men At Work,  
"1991-It's A Boy"  
by Slick Rick,  
"1991-Ain't 2 Proud 2 Beg"  
by (Left Eye's 3 minutes and Counting,  
"1991-(Song by RIFF),

by Ice Cube,  
"1992-See The New"  
by Ronny Jordan,  
"1992-Summer Smile"  
by Ronny Jordan,  
"1992-Rebirth of Slick"  
by Dignable Planets,  
"1992-Your Love Keeps Working On Me"  
by Joey Diggs,  
"1992-I Want To Thank You For Your Love"  
by The Emotions,  
"1992-That's The Way Love Is"  
by Bobby Brown,  
"1992-A Noite"  
by Thaide & DJ HUM,  
"1992-Bebe"  
by Fu-Schnickens,  
"1992-Life On The Streets"  
by The Mack Clan,  
"1992-Tempos Difíceis"  
by Racionais MC's,  
"1992-Les Vrais"  
by Les Little,  
"1992-My Imagination"  
by 2 Too Many,  
"1992-Hitting Skin"

by Ultramagnetic MC's,  
"1992-Flavor 4 The Wize"  
by Lyrically Distorted,  
"1992-Goin' Off"  
by P.I.D.,  
"1992-1 Step Ahead of Yall"  
by E-A-Ski,  
"1992-Oh, God"  
by Major League,  
"1992-Dolly and the Rat Trap"  
by Ultramagnetic MC's,  
"1992-Pass The Pussy"  
by The A.T.E.E.M.,  
"1992-Kick in the Head"  
by Al B Sure feat. Rakim,  
"1992-(Song by K-Solo),  
"1992-Jump (Super Cat Mix)  
by Kris Kross feat. Super Cat,  
"1992-Give It Up, Turn It Loose"  
by En Vogue,  
"1992-Sweat (A La La La Long)  
(JJ's Glamarama Dancehall Remix)  
by Inner Circle,  
"1992-Sweet Thing"  
by Mick Jagger,  
"1992-Gangsta's Fairytale 2"

**"1993-Gimme the Grip of the Funk"**

**by Party a La Mazon,**

**"1993-Rollin' Wit Umdada"**

**by Masta Ace Incorporated,**

**"1993-I Wish**

**by Gabrielle,**

**"1992-Nigga Out the Projects"**

**by Sive Possess,**

**"1992-I Like"**

**by Red Hot Lover Tone,**

**"1992-Nappy Head N Saggy Jeans**

**by Strugglin Souls,**

**"1992-I Believe"**

**by Da New,**

**"1992-In the Box(Front Stop Mix)**

**by Pure Sinister,**

**"1992-00199"**

**by Assalti Frontali,**

**"1992-Word Flow"D**

**(9mm Version)**

**by 2HP,**

**"1992-Shake Her"**

**by Cooly Live,**

**"1992-Funk Radio"**



by D.R.S. (2),

"1993-Recipe of a Hoe"

by BOSS,

"1993-That's The Way Love Go's"

by Janet Jackson,

"1993-Jump"

by Kris Kross,

"1993-I Get Around"

by 2Pac,

"1993-Vlijmscherp"

by Osdorp Posse,

"1993-Trippin"

by M.C. Class,

"1993-Omvoorbijterijden"

by Osdorp Posse,

"1993-Move To This"

by Frankie the Pacemaker,

"1993-Born Suspect"

by Juice With Soul,

"1993-Van Full of Pakistans"

by Yall So Stupid,

"1993-Dans Le Vent"

by Supreme NTM,

"1993-Honey Dip

(Swazz Mix)"

by Portrait,

by Juice With Soul,  
"1993-Get Out My Life"  
by A.L.T.  
"1993-Time to the Groove"  
by DJ Cuca,  
"1993-Skit #1"  
by Mobb Deep,  
"1993-Letter to the Pen"  
by Yo Yo feat. Martin Lawrence,  
"1993-Spending My Time With You"  
by Toni Braxton,  
"1993-Hot Potato"  
by Naughty by Nature,  
"1993-That's What I Think"  
by Cyndi Lauper,  
"1993-Start Me Up"  
by Salt-N-Pepa,  
"1993-Blueballs-N-Biggiesmall's"  
by Gutt Control,  
"1993-Shade of Grey"  
by Finesse & Showbiz,  
"1993-Hi Volume"  
by Rumpetilskinz,  
"1993-Flava That You Can Taste"  
by Kid Sensation,  
"1993-Do Me Baby"

by Karakan,

"1994-She's Beautiful"

by Double You,

"1994-Play Witcha Mama"

by Willie D feat. Ice Cube,

"1994-Politica"

by Athalyba E a Firma,

"1994-My Day Is Coming"

by Kokane,

"1994-The Cure"

by Nerissa,

"1994-Uschi's Groove"

by The Ballistic Brothers vs. The Eccentric Afro's,

"1993-Ruff - N - Tuff

by Chapter 3,

"1993-Phlayva 4 Dem All"

by Da Phlayva,

"1993-Tears"

by Da King & I,

"1993-Crest Side Playah"

by Mac Mall,

"1993-Co' Rock That Shit"

by Simply Mac-N,

"1993-Mr. All a That(Chip Chop Remix)

by Moe Crazy,

"1993-Kill or Get Killed"

**by Arrested Development,**

**"1994-Laid back"**

**by Najee,**

**"1994-This Iz It Cha'll"**

**by Villian,**

**"1994-The Sounds of the 70's medley"**

**by Les Massengale,**

**"1994-White Niggazs"**

**by N.D.D.,**

**"1994-Invisable Man"**

**by Mysyenceprojek,**

**"1994-I'm Ready"**

**by Tevin Campbell,**

**"1994-I'm Going All The Way"**

**by Sounds of Blackness,**

**"1994-The Most Beautiful Girl In The World"**

**by Prince,**

**"1994-Shit Go's Down"**

**Ronny Jordan,**

**"1994-Fint Vader"**

**by The Latin Kings,**

**"1994-Girls"**

**by New Kids On The Block,**

**"1994-Don't Get It Twisted"**

**by Thug Life,**

**"1994-Cehenneme Hosgeldin"(sic)**

**"1994-Pump Pump"**

**by K-Nock,**

**"1994-Out on Parole"**

**by The Almighty RSO,**

**"1994-Immagina Che Bello"**

**by Ambra,**

**"1994-Unbelievable"**

**by The Notorious B.I.G.,**

**"1994-Pour Out a Little Liquor"**

**by Thug Life,**

**"1994-No One Know How to Love Me Quite Like You do"**

**by Aaliyah,**

**"1994-Freestyle"**

**by Ol' Dirty Bastard,**

**"1994-Joy"**

**by Blackstreet,**

**"1994-U Kant Play Me"**

**by Sha' dasious',**

**"1994-Vitkim of Da Sindrome"**

**by 1 Way,**

**"1994-Gansta Walk"**

**by Way 2 Real,**

**"1994-Floot"**

**by Wagon Christ,**

**"1994-Ease My Mind"**

**(Premier's Remix)**

**by Pure Dee Funk,  
"1994-Ragas Diferentes"**

**by Codigo 13,  
"1994-Give It To Me"**

**by 4 Keeps,  
"1994-1001 Noches"**

**by Gerardo,  
"1994-Da Funky Hobos Got U on Da Run"**

**by Two Weary Travelers,  
"1994-(Song by Diz feat. DJ Swift)"**

**"1994-I Gotta Get My Sag On"  
by El Dogg,**

**"1994-Catch a Riddle"  
by Silent Majority,**

**"1994-Take a Trip"  
by D-Moe,**

**"1994-Still in The Mood"  
by The Ripper,**

**"1994-L' Ascensore"  
by Ambra,**

**"1994-Let It Go"  
by Greg G feat. E. Money,**

**"1994-L' Audio"  
by Alta Tensione,**

**"1994-Here We Come"  
by Dee Nasty,**

**"1995-Shy Guy"**

**by Diana King,**

**"1995-Fakin Jax"**

**by INI,**

**"1995-Never Forget"**

**by Take That,**

**"1995-Like You've Never Been Done"**

**by Kut Klose,**

**"1995-Takaritono**

**(Felfoso Rongy Remiksz)"**

**by Animal Cannibals,**

**"1995-Kezeketamagasba"**

**by Animal Cannibals,**

**"1995-Under Pressure"**

**by Skemen,**

**"1994-Back to the Hip Hop (Classic mix)**

**by The Troubleneck Brothers,**

**"1994-And Ya Don't Stop"**

**by Warren G,**

**"1994-Fucc Peace"**

**by N.O.T.S.,**

**"1994-Somethins Gotta Give"**

**by Ronn Gotti,**

**"1994-Aint Nuffin Sweet"**

**by Bro-N-X,**

**"1994-We Give Knockouts"**

**by San Quinn,**

**"1995-Side B"**

**by DJ Q-Bert,**

**"1995-744"**

**by Plug,**

**"1995-Guerilla Warfare"**

**by 7th Sphere and Pzaz,**

**"1995-Bad Meaning Bad"**

**by Pizo,**

**"1995-All Nyte"**

**by Dead Prezident\$,**

**"1995-The Story of Glory of Castillo, Let's Go!**

**by M.C. War Flattop,**

**"1995-How We Feel"**

**by Dead Prezident\$,**

**"1995-Po' Nigga Bluez"**

**by The Governor and The House Reps,**

**"1995-Tuff Rinse"**

**by Plug,**

**"1995-My City"**

**by Mel-low,**

**"1995-Come Get 'Em"**

**by Faede,**

**"1995-Life of the D.O.G."**

**by Black 9,**

**"1995-Looking Back"**



**by Dead Prezident\$,  
"1995-La Risa Del Diablo"**

**by Los Tetas,  
"1995-Subliminal Vocab"**

**by Mr. Skinz,  
"1995-You Learn"**

**by Alanis Morissette,  
"1995-The Flute Tune"**

**by Hidden Agenda,  
"1995-This That shit"**

**by Keith Murray,  
"1995-1-800 Suicide (Poisonous Mix)"**

**by Gravediggaz feat. Blue Raspberry,  
"1995-Pass Da Dank"**

**by Murder Squad, Dee Tha Mad Bitch, mel-low and Mr. Wesside  
feat. Ant Banks, Spice 1 and Mr. 3-2,**

**"1995-Lickin', Suckin', Fuckin' "**

**by Eazy E,**

**"1995-Nutz on Ya Chin"**

**by Eazy E,**

**"1995-H.O.E.K."**

**by Mack 10 feat. K-Dee,**

**"1995-21 and Under"**

**by Tha Alkaholiks,**

**"1995-The Late Show"**

**by Scha Dara Parr,**

by Makaveli,  
"1996-Basketball Jones"  
by Barry White and Chris Rock,  
"1996-2345 meia 78"  
by Gabriel O Pensador,  
"1996-The Session"  
by Arsonists,  
"1996-Step Inside"  
by Peace 586,  
"1996-Flying Fingers"  
by Motorbass,  
"1996-Bridgette"  
by The D.O.C.,  
"1996-Dat's How I'm Livin'  
by Yella feat. B.G. Knocc Out,  
"1996-Lovely Lady"  
by Kool Keith,  
"1996-The Message"  
by NAS,  
"1996-The Thinker"  
by George Benson,  
"1996-Encore Un Terlude"  
by Dimitri From Paris,  
"1995-Come Back to Me"  
Skee-Lo,  
"1995-All Day Every Day"

**"1997-The Magic piper (Of Love)**

**by Edwyn Collins,**

**"1997-Friends"**

**by Salt-N-Pepa feat. Mad Lion and Queen Latifah,**

**"1997-Pokemon lerukana?"**

**by Imakuni?,**

**"1997-Pocirski"**

**by Liroy,**

**"1997-Staff Roll"**

**by Keiichi Okabe,**

**"1997-The Cipher"**

**by X-Ecutioners,**

**"1997-As High As Wu Tang Get"**

**by Wu Tang Clan,**

**"1996-Introduction"**

**by London Funk Allstars,**

**"1996-Mentality**

**by Greer,**

**"1996-How You Want It 2 Roll"**

**by Mad Dog Clique,**

**"1996-Blastjarnan (Wagon Christ Remix)**

**by Naid,**

**"1996-Rhythm X"**

**by Ultramagnetic MC's,**

**"1996-Fakin' Jax"**

**by INI feat. Pete Rock,**

**"1996-Just Like Daddy"**

by (45 King's Remix)  
by Da Bush Babees feat. Mos def,  
"1998-Time Will Tell"(Dub Mix)  
by Utada Hikaru,  
"1998-Love Sign"  
by Prince,  
"1998-Cruise Control"  
by George Benson,  
"1997-Apunta Dispara"  
by Amistades Peligrosas,  
"1997-Despiertame"  
by Nicole (Chilean Singer),  
"1997-Pass Days"  
by Khayree feat. Moozaliny,  
"1997-2 Hands & a Razorblade"  
by Spice 1,  
"1997-Greatest MCs"  
by The Nobodies,  
"1997-Nasz Swiat"  
by Born Juices,  
"1997-Bloody Money"  
by Capone-N-Norega,  
"1997-Stuck"  
by Limp Bizkit,  
"1997-Cherry Twist"  
by The Crystal Method,

**"1998-Luv Me, Luv Me"**

**(the Movie "How stella Got Her Groove Back)**

**by Shaggy feat. Janet Jackson,**

**"1998-Un Nuage De Fumee~"**

**by Ideal,**

**"1998-Piano Playa Hata"**

**by Wagon Christ,**

**"1998-Brand Name Woman"**

**by X-Caliber(2),**

**"1998-Radio's Nightmare"**

**by MC Lyte,**

**"1998-je Fais Des Pompes"**

**by Driver,**

**"1998-Countless Thoughts"**

**by Lace Da Booms,**

**"1998-Transform"**

**by Akira Yamaoka,**

**"1998-Much Love to the Hood"**

**by Sic Side Mobb,**

**"1998-Aneurysms"**

**by Mr. Dibbs,**

**"1998-Ou Est La Femme"**

**by Louise Vertigo,**

**"1998-Stop Podatki"**

**by Krzysztof Skiba feat. Janusz korwin-Mikke,**

**"1998-The Love Song"**

**by Emanon(Aloe Blacc & Exile),**

**"1999-Universal Soliderz"**

**by Deep In Da Circle feat. Splyt Decision,**

**"1999-Straight Like Dat"**

**by Philly Dot,**

**"1999-Blaze"**

**by Arsonists,**

**"1999-Ghetto Like D&D"**

**by D & D Allstars,**

**"1999-Tu Y Yo"**

**by Supernova(Chile),**

**"1999-Getting Closer"**

**(from the Movie, "Wild Wild West)**

**by Tatyana Ali feat. Kel Spencer,**

**"1999-Make The Music 2000"**

**by Rahzel feat. T.J. Swan,**

**"1998-In Your Area"**

**by Peanut Butter Wolf feat. Planet Asia,**

**"1998-Passionate Stare"**

**by Crooks of Da Round Table feat. Angel Duss,**

**"1998-Verbal Warfare"**

**by Da Halrazzers,**

**"1998-Bi-Fi Freak"**

**by Feinkost Paranoia,**

**"1998-L'amore Pensato"**

**by Max Gazze',**

**"2000-Heaven Is a Halfpipe"**

**by OPM,**

**"2000-Right On"**

**by Dilated Peoples feat. Tha Alkaholiks,**

**"2000-Play That Funky Music"**

**by Wild Cherry,**

**"2000-Cztery"**

**by Kaliber 44,**

**"2000-Trzy"**

**by Kaliber 44,**

**"2000-Dwa"**

**by Kaliber 44,**

**"2000-Where Ya Crew?"**

**by Mr. Rozzi and Shef Seenya,**

**"2000-Play That Funky Music(Ultimix)"**

**by Wild Cherry,**

**"2000-Save Some Love For Me"**

**by Fourplay,**

**"1999-(song by Cree Summer),"**

**"1999-Rejoyce"**

**by David Benoit,**

**"1999-Schowani Za Murem"**

**by Schowani Za Murem,**

**"1999-So(Where I Live At?)"**

**by Deep In Da Circle,**

**"1999-Acid 9"**

**"2001-Nobody's Home"**

**by Ulrich Schnauss**

**"2001-Sunny Hours"**

**By Long Beach Dub Allstars feat. Will.i.am,**

**"2001-No Consequences"**

**by J- Zone feat. Huggy Bear,**

**"2001-Everybody Jump Around"**

**by Richard Jacques,**

**"2001-Nuttin' but a Bitch Thang"**

**by Insane Clown Posse,**

**"2001-Smut Council"**

**by Smut Peddlers,**

**"2001-Lesson 89"**

**by 89 Skratch Gangstaz,**

**"2001-Back 2 Life 2001"**

**by DL Clue feat. Mary J. Blige and Jada Kiss,**

**"2001-Dive into You"**

**by Hefner,**

**"2000-Rock The Mic"**

**by MyKill Miers,**

**"2000-Power of the Dollar"**

**by 50 Cent,**

**"2000-ETOH"**

**by The Avalanches,**

**"2000-Alone Again(Naturally)"**

**by 58,**



**by Harry Love, Verb. T, Yungun and Mystro,**

**"2004-DedyKacja"**

**by Elita Kaliska,**

**"2003-Mr.Brown"**

**by Stylkes of Beyond,**

**"2003-Mille Et Une Raisons"**

**by ROCCA,**

**"2003-A Song by Jay Z and 50 Cent"**

**"2003-Yoo-Hoo"**

**by Danger Mouse and Jemini,**

**"2003-Corona"**

**by Brownside,**

**"2003-You Sent Me Flying"**

**by Amy Winehouse**

**"2002-I Can"**

**by NAS,**

**"2002-I Like It"**

**by Blackstreet,**

**"2002-Superman"**

**by Lazlo Bane,**

**"2002-Side a(Ultimate Battle Weapon Vol.5)"**

**by DJ Rectangle,**

**"2002-Komy Tbi Bepnwb?"**

**by Knpn>>>,**

**"2002-California Livin(Remix)"**

**by Mac Dre feat. Coolio Da Unda Dogg and The MAC,**

**by Kohndo,**

**"2006-How Yoe Feelin?"**

**by Peeping Tom,**

**"2006-Get It"**

**by MC Dj feat. Bambino X,**

**"2006-ESW(Evil Nine Edit)"**

**by Bassbin Twins,**

**"2005-I Found Love"**

**by Tonex,**

**"2005-Ugyanaz, Mint a 8ker"**

**by Dopeman,**

**"2005-Monkey See, Monkey do",**

**by Sonic Boom Six,**

**"2005-In My Hood"**

**by 50 Cent,**

**"2005-Charmschool"**

**by Goldie Lookin Chain,**

**"2004-\$\$\$Girlz"**

**by Young Gunz feat. Juelz Santana,**

**"2004-Hip Hop Music"**

**by Braille,**

**"2004-Love"**

**by Globetroddas,**

**"2004-Fuori Dal Coro"**

**by Bassi Maestro feat. Cricca Dei Balordi,**

**"2004-Surprise"**

by The Lonely Island,

**"2009-There's Nothing Greater Than The Love You Showed Me"**

by Stevie Wonder,

**"2008-Sewin Love"**

(Album Version)

by Large Professor,

**"2008-We Moeten Door"**

by Osdorp Posse,

**"2008-The Motions"**

by Mutt,

**"2008-Music"**

by Charles Hamilton,

**"2008-W.M.D."**

by Heltah Skeltah feat. Smif-N-Wessun,

**"2008-Take the Cake"**

by Lord Digga,

**"2007-Watchin' The World"**

by Funky DL,

**"2007-Cheer"**

(Nomak Remix)

by Dela feat. Large Professor,

**"2007-Seyyed(Descendant of the Prophet)**

by Revolution of the Mind,

**"2006-Impeach The President"**

by DJ Green Lantern and Just Blaze feat. Saigon, Immortal Technique and Dead Prez,

**"2006-Je Serai"**

**by Uttramagnetic Foundation,**

**"2010-Aina Takes Kotiin"**

**by Ruudolf feat. Jodarok**

**"2009-I Need You"**

**by Jah Condah,**

**"2009-Ride With a G"**

**by Roccett,**

**"2009-Upuan"**

**by Gloc-9 feat. Jeazel Grutas,**

**"2009-Catch of The Day"**

**by The Cool Kids,**

**"2009-Na Szczycie"**

**by Grubson,**

**"2009-It's a Setup"**

**by Soulbrotha feat. Rebels to the Grain,**

**"2009-The Breaks"**

**by Pitman,**

**"2009-Conformist"**

**by Mutated Forms,**

**"2009-Green Zones"**

**by Atlantic Connection,**

**"2009-Catch a Lil' Wreck"**

**by The Beatnuts**

**"2009-One Mo' Time"**

**by Freddie Gibbs,**

**"2009-Incredibad"**

**by Wagon Christ,**

**"2011-Real Mcees"**

**by Soulbrotha feat. Blaq Poet, NYG'z and Krumb Snatcha,**

**"2011-Out"**

**by Pac Div,**

**"2011-Die Rohre"**

**by Morlockk Dilemma,**

**"2011-Summer Madness"**

**by NK-OK,**

**"2010-Chills"**

**by Mega Ran and K-Murdock,**

**"2010-Stupidude"**

**by Bassi Maestro feat. Asher Kuno, Jack the Smoker and Emis Killa,**

**"2010-Blind Man See"**

**by Soulchef feat. 49ers(Rap Group),**

**"2010-Blueprint Who"**

**by Blueprint,**

**"2010-Cuerpo Y Alma"**

**by Seo2 feat. Juan Sativo,**

**"2010-Slow Motion"**

**by Panda Bear,**

**"2010-Holding You Down(Goin in Circles)"**

**by Jazmine Sullivan,**

**"2010-Mis Palabras"**

**by Es Kilz,**

**"2010-Funk Radio"**

**by Meyhem Lauren and Ice Rocks,**

**"2012-Say Yes Again"**

**by Saigon,**

**"2012-Quicc Beat"**

**by Suff Daddy,**

**"2012-Mucho Gusto"**

**by Kali Uchis,**

**"2012-P & H"**

**by Dom Kennedy,**

**"2012-Remember"**

**by Daley feat. Jessie,**

**"2012-Przejmujemy Majka a.k.a. Kto Stoi Przy Majku?"**

**by Prawdziwie Wolski Styl,**

**"2012-No Love"**

**by 40 Glocc feat. Tip Toe, Village Boo and Duffle,**

**"2012-Bak at it Again"**

**by Poetic Intelligence, Stormy Knight, S.P. and Jamz Dean,**

**"2012-Muscles"**

**by Bonnie Banane,**

**"2012-Rosana"**

**by Wax,**

**"2011-Drink Up"**

**by Edo G**

**"2011-Circle of Transmigration"**

**by Evan Awake,**

**"2011-Rennie Codgers"**

by Cyhi Da Prynce,

"2014-How Do You Want It"

by French Montana,

"2014-Wet Dreamz"

by J. Cole,

"2014-I.D."

by Carl Lurid,

"2013-How Ya Doin"

by Little Mix,

"2013-EFFECT"

by Greenhouse,

"2013-California Livin(Mob Mix)"

by Mac Dre feat. Coolio Da Unda Dogg and The MAC,

"2013-Welcome Home"

by Dizzy Wright feat. Arima Ederra,

"2013-Posle 10"

by Bad Copy,

"2013-After Laughter"

by Dynasty,

"2013-Picture This"

by Lloyd Banks,

"2013-Don't Quit Your Day Job"

by Joey Bada\$\$,

"2013-Lately"

by BKWSK,

"2013-Supreme Knowledge"

by O-Dog,

"2017-In My Time"

by MR DM,

"2016-On My Mind"

by Moxie Raia feat. Pusha T,

"2016-J Dilla Nujabes Style Beat"

by Frank Jav Cee,

"2016-Outskirts"

by Deeb,

"2016-So In Love"

by Brock Berrigan,

"2015-Flip and Rewind"

by Boss Selection feat. Rashida Jones,

"2015-Nonne Wird Nutte"

by Schwesta Ewa,

"2015-The Bloom(AG3)"

by Wale,

"2015-My House"

by Flo Rida,

"2014-Pierwsze Tchnienie"

by Tau,

"2014-Can I"

by Love Dollhouse,

"2014-Motion Picture"

by Omen,

"2014-Napoleon"



**"2019-"Memories"**

**by Reppop**

**"2019-"Morning Glory"**

**by Kehlani**

**"2019-"Sunday Morning"**

**by Hamzaa**

**"2019-"Sendiri"**

**by Rintony The Emcee**

**"2018- "What U Wanna Do?"**

**by O - Dog**

**"2018- "Da Bomb II"**

**by O - Dog(2**

**"2018- "The Last Letter"**

---

EXHIBIT J

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January 7, 2009

Mr. C. Hammond  
DBA Johnson and Hammond Music  
- P.O. Box 838  
Aixendale, SC 29810

RE: TITLE: IMPEACH THE PRESIDENT  
TITLE #: 1763897  
REGISTRATION DATE: 01/20/1993

Mr. Johnson and Hammond Music

The above referenced work is currently registered with BMI with the following writer and publisher information:

HAMMOND ROY C  
JOHNSON AND HAMMOND MUSIC

BMI 100.00  
BMI 100.00

Mr. Roy C. Johnson has provided BMI with documentation that the above referenced work is correct and that the fee should be \$0.00 according to the BMI fee schedule.

HAMMOND ROY C  
SWING BEAT SONGS

BMI 100.00  
BMI 100.00

Please advise as to whether or not you are in agreement with this claim. If not please forward to our attention any documentation that would serve to support your continued claim. Please do so by April 15, 2009 or BMI will adjust its records accordingly. Please feel free to contact me with any questions. Thank you for your assistance in this matter.

Respectfully,

*Kelly J. Fox*

Kelly J. Fox  
Specialist, Research & Works Maintenance  
www.bmi.com  
512-401-4404 Phone  
512-401-4420 Fax

CC: Swing Beat Songs

---

EXHIBIT K

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8:29



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# Roy C



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Roy C

Roy C

R&B/SOUL · 2020

▶ Play

⌵ Shuffle

1 In Divorce Court

+

★ 2 Caught You In the Act 

+

★ 3 After the Disco Is Over

+

4 Right Or Wrong

+



May I



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&lt; Roy C

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- 5 Merry Go Round +
- ★ 6 You and I +
- 7 Lonely I Was (Til I Met You) +
- 8 Song of Peace +
- 9 Neighborhood Scandal +
- 10 God Made Woman +
- 11 Make You Feel Like a Woman +
- 12 Show Me the Way +
- ★ 13 Back In My Arms +
- 14 A Merry Black Christmas +

14 songs, 42 minutes

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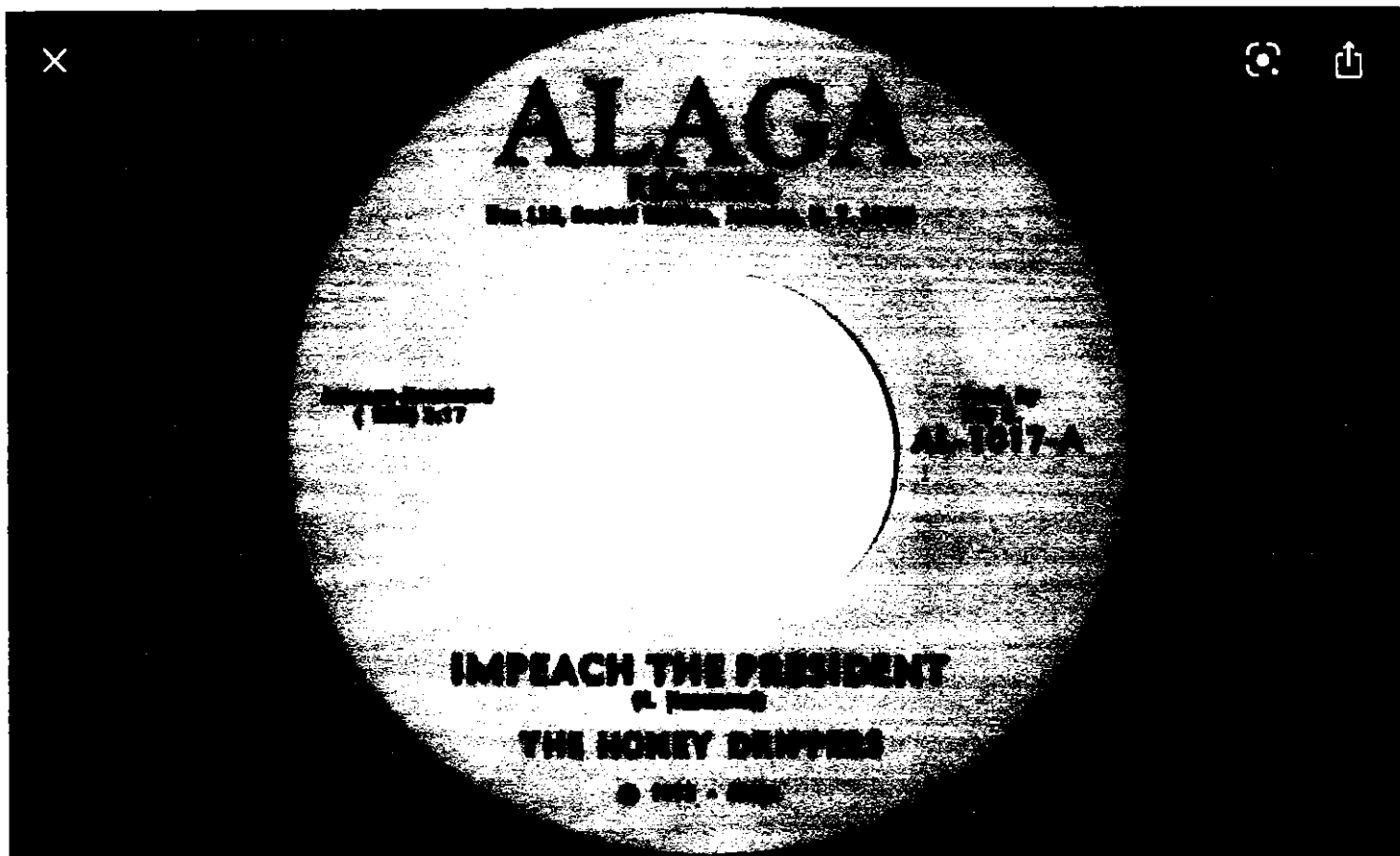
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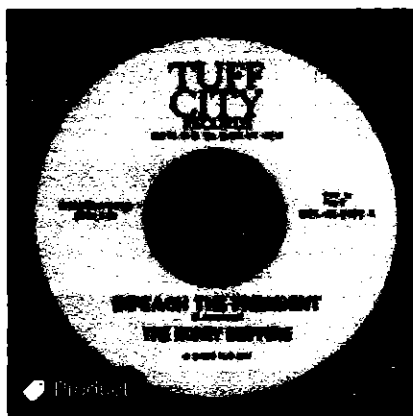
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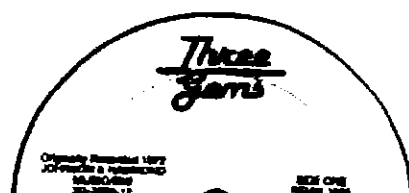
Related images

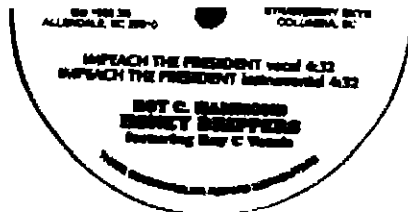


Impeach The President by The Honey...  
songfacts.com

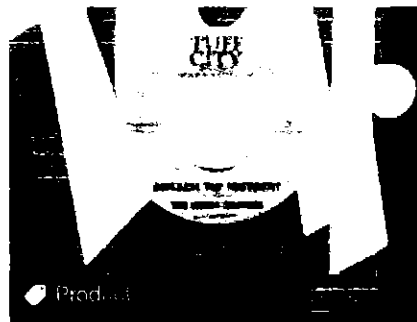


Impeach the President / Roy C's The...  
tuffcityrecords.bandcamp.com · In st...





Roy C. Hammond / Honey Drippers\* f...  
discogs.com



The Honey Drippers - Impeach The Pr...  
amazon.com



THE HONEY DRIPPERS / IMPEACH T...  
breakwellrecords.com



THE HONEY DRIPPERS - Impeach Th...  
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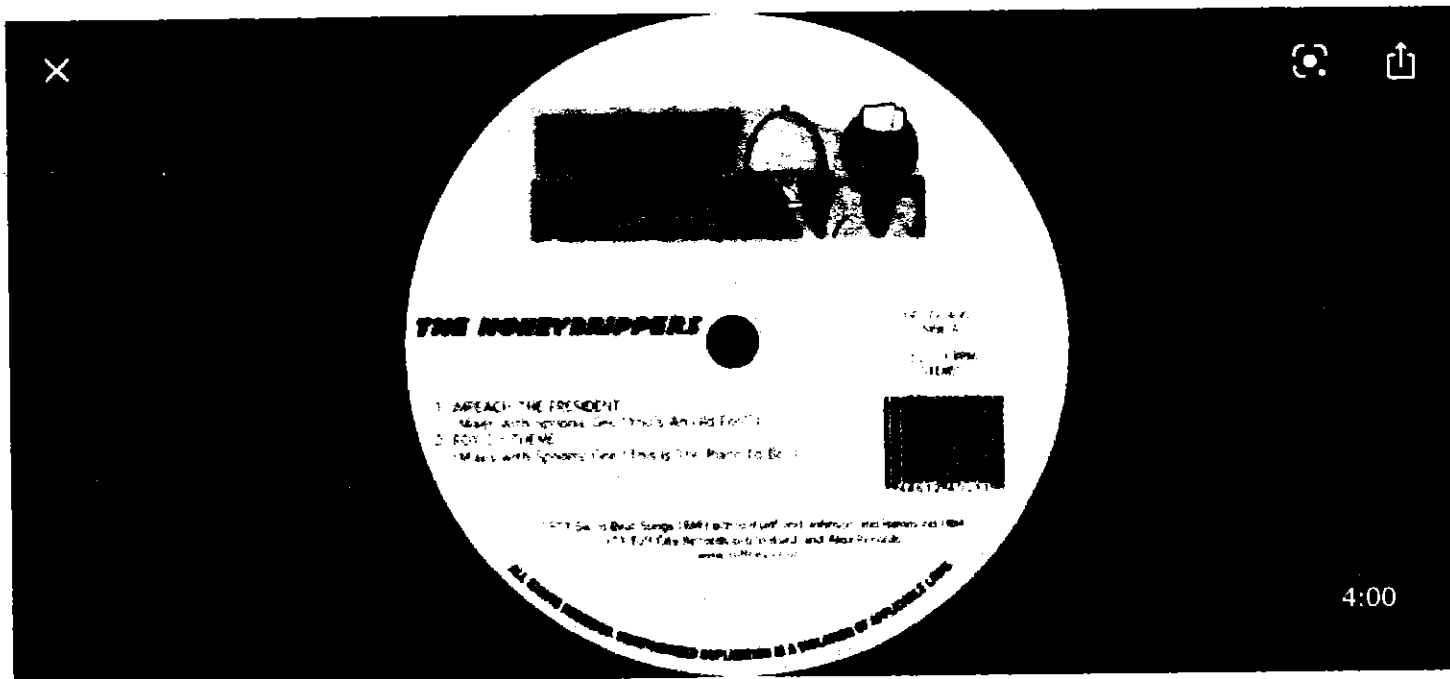


Juno RecordsのImpeach The President  
jp.juno.co.uk · Out of stock

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## The Honey Drippers - Impeach the president © 1973

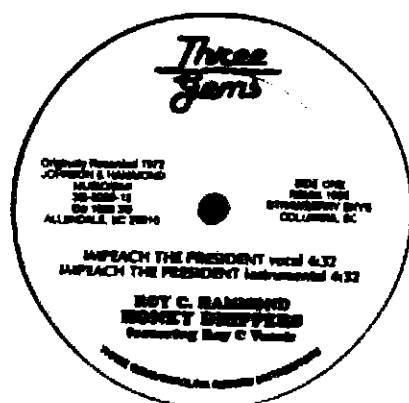
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Originally formed by Roy C. Hammond as his backing band, they are best known for the much-sampled funk single Impeach The President (1973)

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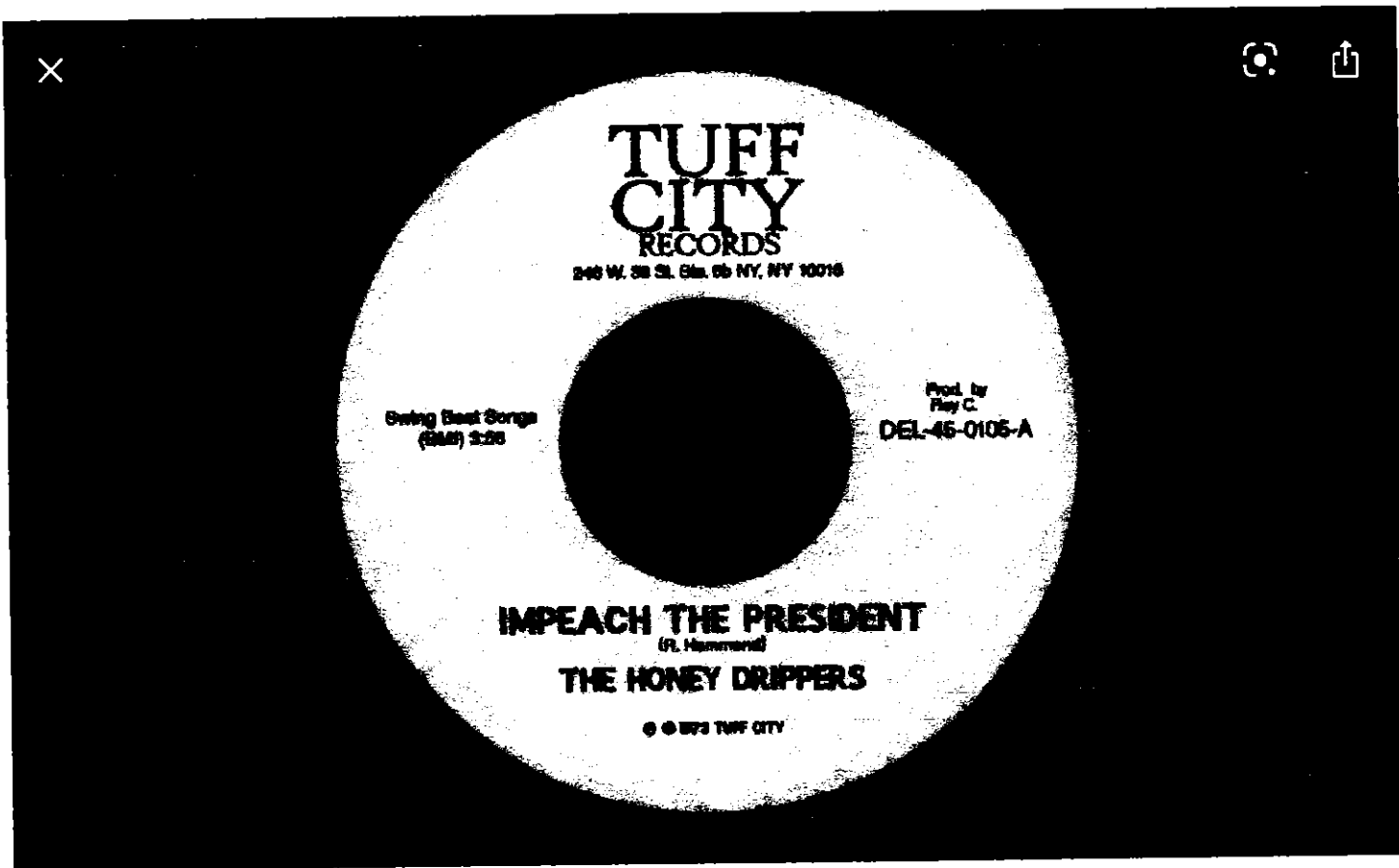



Revisting The Honey Drippers' 'Impea...  
musicfactorynumberone.com



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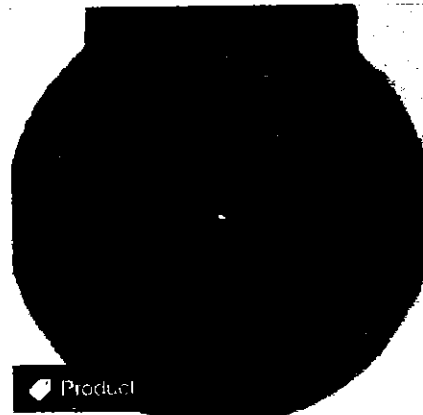
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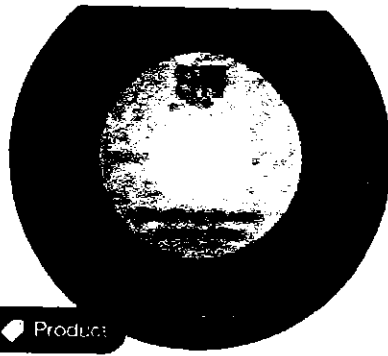
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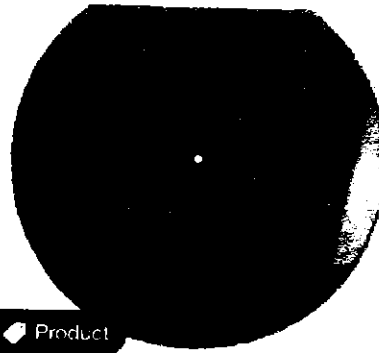


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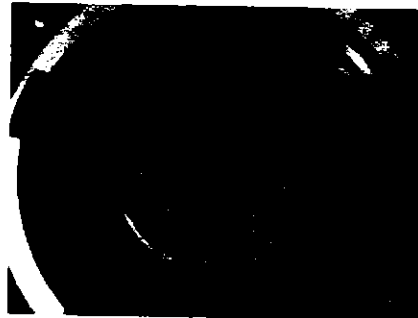


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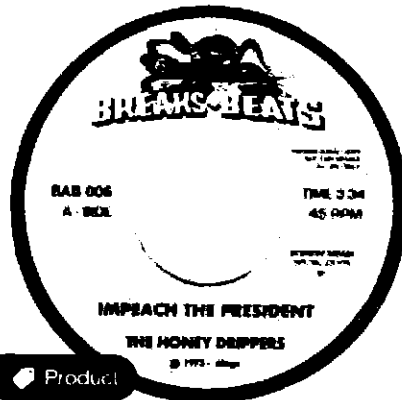
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EXHIBIT M

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Roy C. Hammond  
P. O. Box 838  
Allendale, S. C. 29810  
November 4, 2009

Ms. Mary Templeton  
BMI  
10 Music Square East  
Nashville, Tennessee 37203-4399

*Copy Mailed*  
*9/0*  
←

Dear Ms. Templeton:

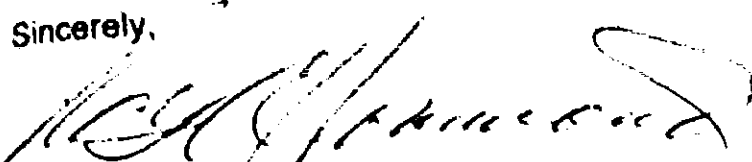
I'm writing to inform BMI that none of my songs should be in Swing Beat Publishing. Aaron Fuch took advantage of my oversight to publish some of my songs with BMI, due to my very busy schedule as writer, producer, and singer. He stole and fraudulently published my songs with with BMI. I have never signed a Writer/Publisher contract with Aaron Fuch / Swing Beat or Tuff City. The only Agreement I signed was an administrative agreement or contract for Tuff City to market and collect and to pay me fifty percent ( 50% ) of what he collects on my songs. I agreed to an eighty thousand dollar ( \$80,000.00 ) settlement on back royalties that he collected. Since then he hasn't paid me a dime but used that agreement fraudulently by making changes to claim that he bought my songs. I have never sold any of my songs. Aaron Fuch stole and fraudulently published my songs with BMI. I have never signed a writer/publisher contract with Aaron Fuch / Swing Beat or Tuff City. I am asking BMI to demand Aaron Fuch / Swing Beat or Tuff City to show a writer/publisher contract for the following songs:

1. After The Disco Is Over
2. I Caught Her In The Act
3. I Caught You In The Act
4. Impeach The President
5. In Divorce Court
6. Lonely Was I ( I don't have a song with that title. )
7. Merry Black Christmas
8. Right Or Wrong
9. Neighborhood Scandal
10. Show Me The Way
11. We've On The Road To Hell
12. You And I
13. Super Man

There are possibly more songs of mine stolen by Aaron Fuch / Swing Beat. I am asking that BMI recoup all publishing money earned from the above songs, from the date of publish, and paid to Swing Beat / Aaron Fuch, be paid to Johnson And Hammond Music.

Aaron Fuch / Tuff City has fraudulent contracts and other documents that are not authentic. Once again , Aaron Fuch's attorney has contacted my representatives offering another out-out-court settlement which I refuse to do. This dispute is presently in court to stop the the thelf and reclaim my song from Aaron Fuch / Swing Beat / Tuff City or any other company he may own. I again ask BMI to demand Aaron Fuch/ Swing Beat to produce a Writer/Publisher contract that I signed.

Sincerely,

A handwritten signature in cursive script, appearing to read "Roy C. Hammond".

Roy C. Hammond

2/11/4/09

Subject: RE: "Impeach The President" (Hammond) - Tuff City Music Group claims  
Date: 2/9/2009 2:28:16 PM Pacific Standard Time  
From: JShadinger@BMI.com  
To: carolinarecords@aol.com  
Sent from the Internet (Details)

This is a follow up to the below email. Please review and advise. Thanks.

James Shadinger  
Associate Director  
BMI Performing Rights Dept.  
jshadinger@bmi.com  
(615) 481-2774



From: Shadinger, James  
Sent: Thursday, January 08, 2009 11:07 AM  
To: 'carolinarecords@aol.com'  
Subject: "Impeach The President" (Hammond) - Tuff City Music Group claims

Mr. Hammond,

We have received documentation from Tuff City Music Group in the form of an agreement dated May 5, 1982 whereby it indicates that all right, title and interest in the above title was assigned to Tuff City. They are claiming the publisher share of this title through their BMI dba, Swing Beat Songs. Currently our records show the publisher as Johnson And Hammond Music. In light of the documentation that we have received, please confirm at your earliest convenience whether or not you are maintaining your claim to the publisher share of this title. If you are maintaining your claim, please provide us with documentation which would substantiate your claim. Any documents can be sent to my attention either via email at this address or by mail at our Nashville office:

BMI  
Attn: James Shadinger  
19 Music Square East  
Nashville, TN 37203

Along with this title, there are other works that were indicated as a part of this agreement which we list Johnson And Hammond on. They are:

"In Divorce Court"  
"I Don't Want To Worry"  
"Song Of Peace"  
"To Make You Feel Like A Woman"  
"Since God Made A Woman"  
"Shotgun Wedding"

Please advise us to whether or not you maintain your claim to these titles as well. We will need to receive a response within 90 days (no later than April 8, 2009) at which time we will update our records per the documentation we received from Tuff City Music Group. Thank you in advance for your assistance in resolving this matter and if you have any questions or concerns, please don't hesitate to contact me.

Best regards,

James Shadinger  
Associate Director  
BMI Performing Rights Dept.  
jshadinger@bmi.com  
(615) 481-2774

Wednesday, February 18, 2009 America Online: CarolinaRecords

(56) 661-1604

USM<sup>5W</sup>  
SDNY

Original Complaint

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NY, 11561

Pro Se Clerk  
600 Pearl Street

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